

EXHIBIT 54

to the Declaration of
Dean M. Harvey in Support of
Plaintiffs' Opposition Briefs

REDACTED VERSION

JOINT DEVELOPMENT AND LICENSE AGREEMENT

between

Adobe Systems Incorporated

and

Apple Computer, Inc.

#C 56-06-01191

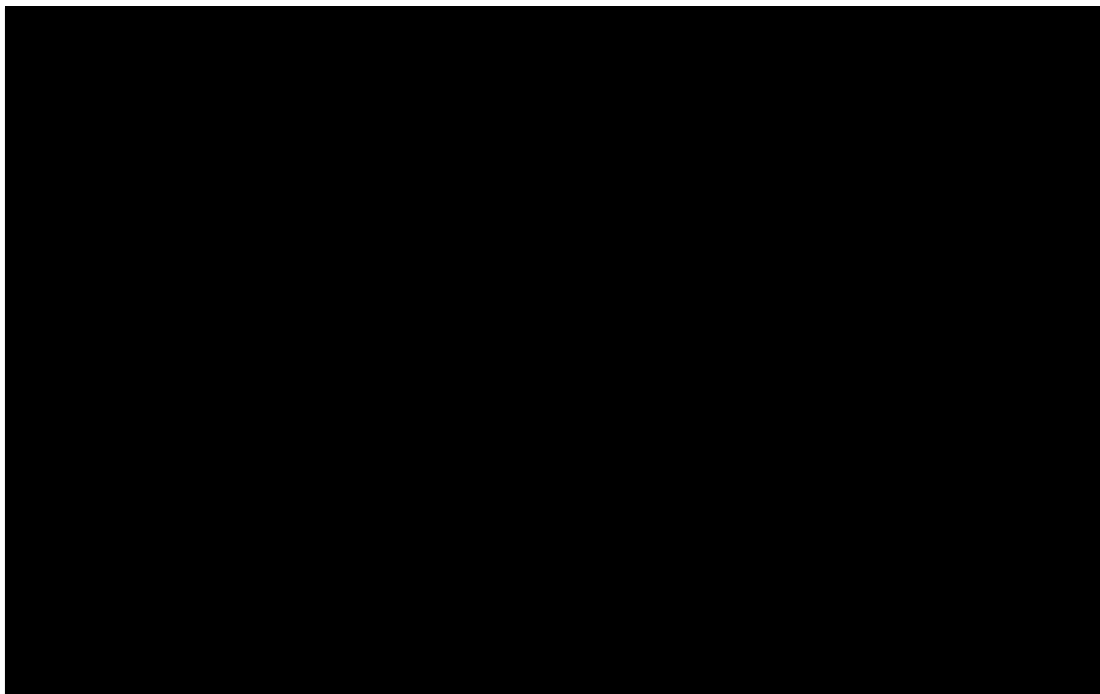
This Joint Development and License Agreement ("Agreement") is entered into and effective as of October 19, 2006 (the "Effective Date"), by and between Apple Computer, Inc., a California corporation having its principal place of business at One Infinite Loop, Cupertino, California 95014 ("Apple"), and Adobe Systems Incorporated, a Delaware corporation having its principal place of business at 345 Park Avenue, San Jose, California 95110-2704 ("Adobe").

RECITALS

The parties desire to enter into an Agreement to license certain software to each other in source code and object code form pursuant to the terms and conditions set forth below.

AGREEMENT

1. DEFINITIONS

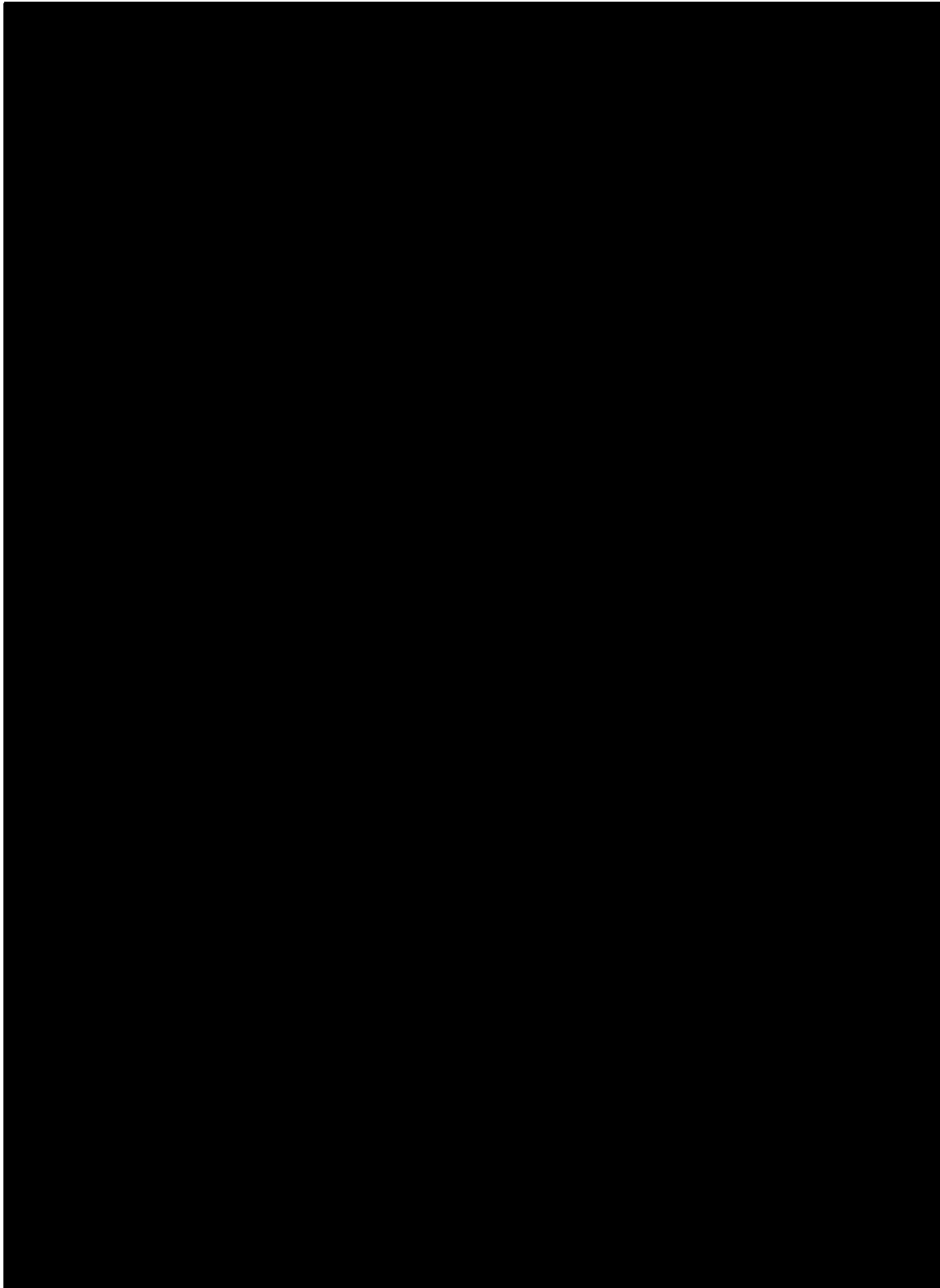


Confidential

- 1 -

10/19/2006 3:31:48 PM

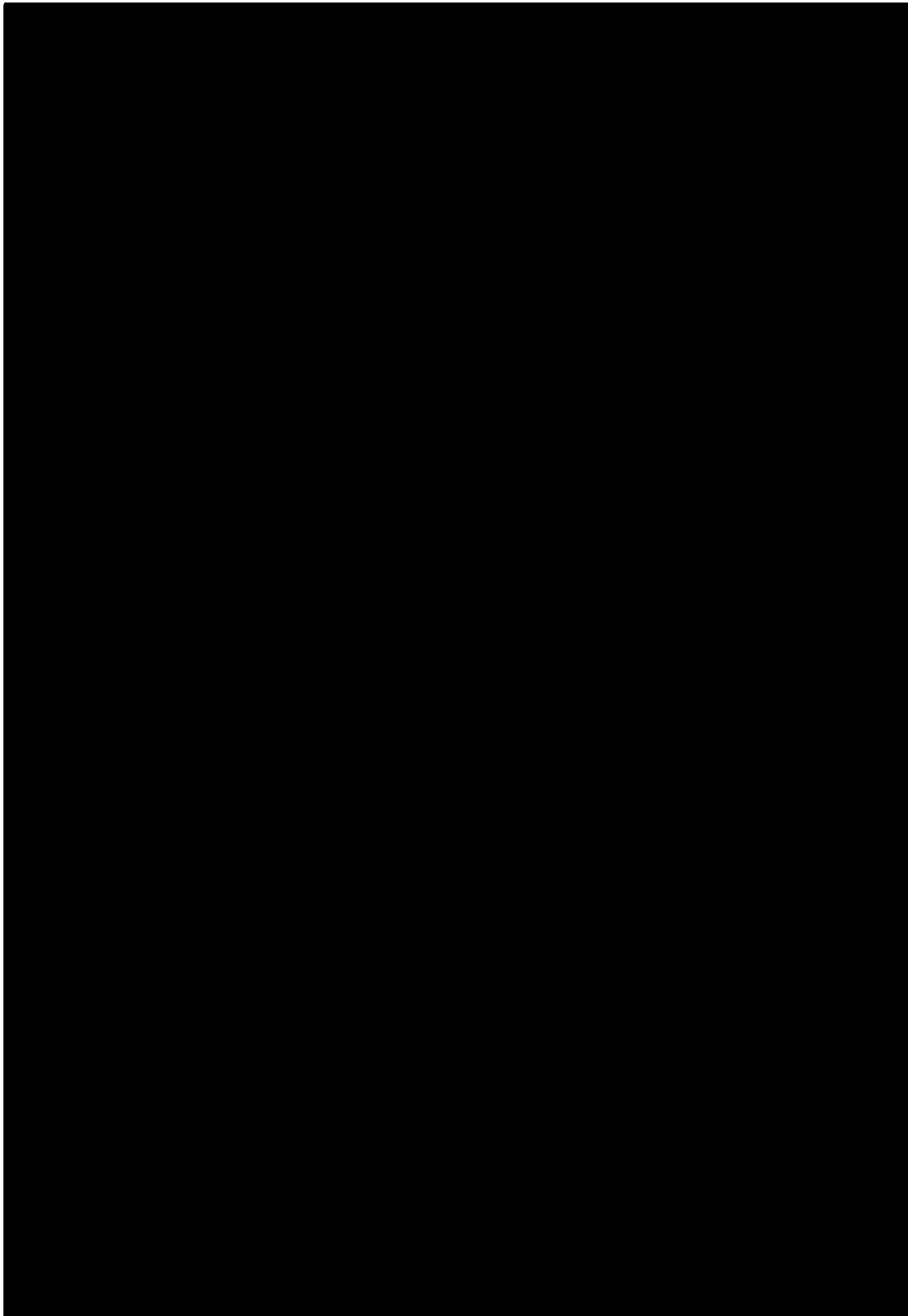
ADOBE_110454
Confidential – Attorneys' Eyes Only



Confidential

- 2 -

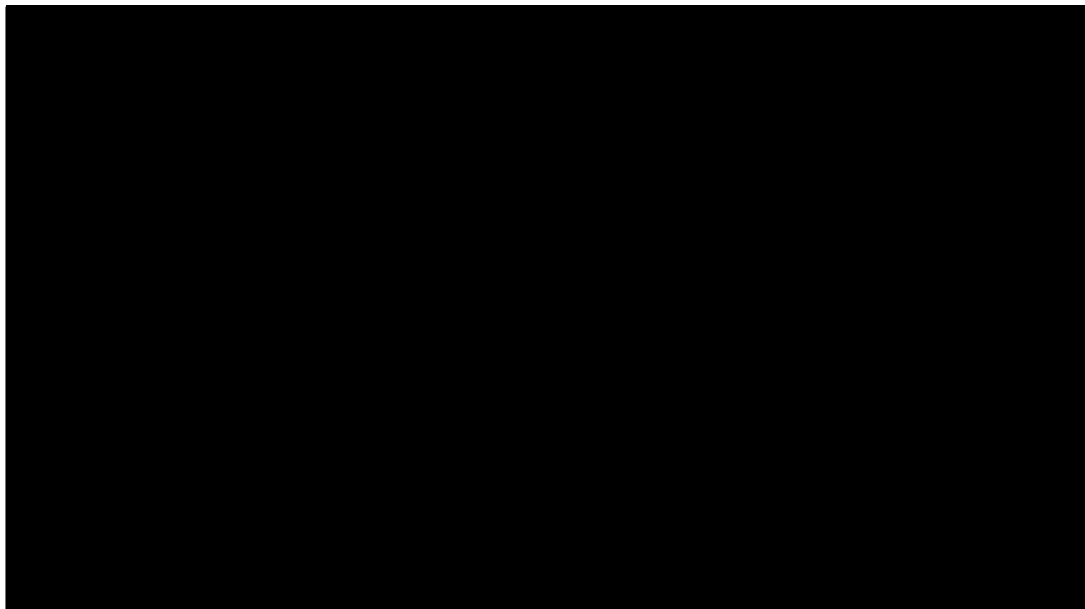
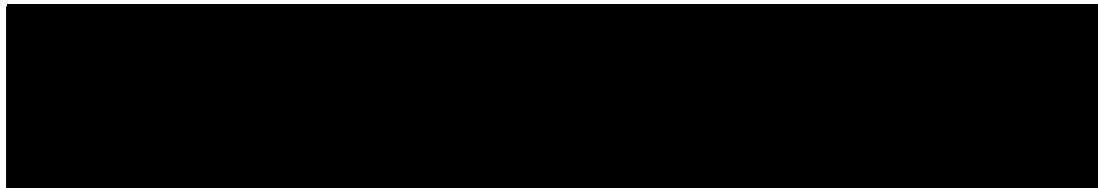
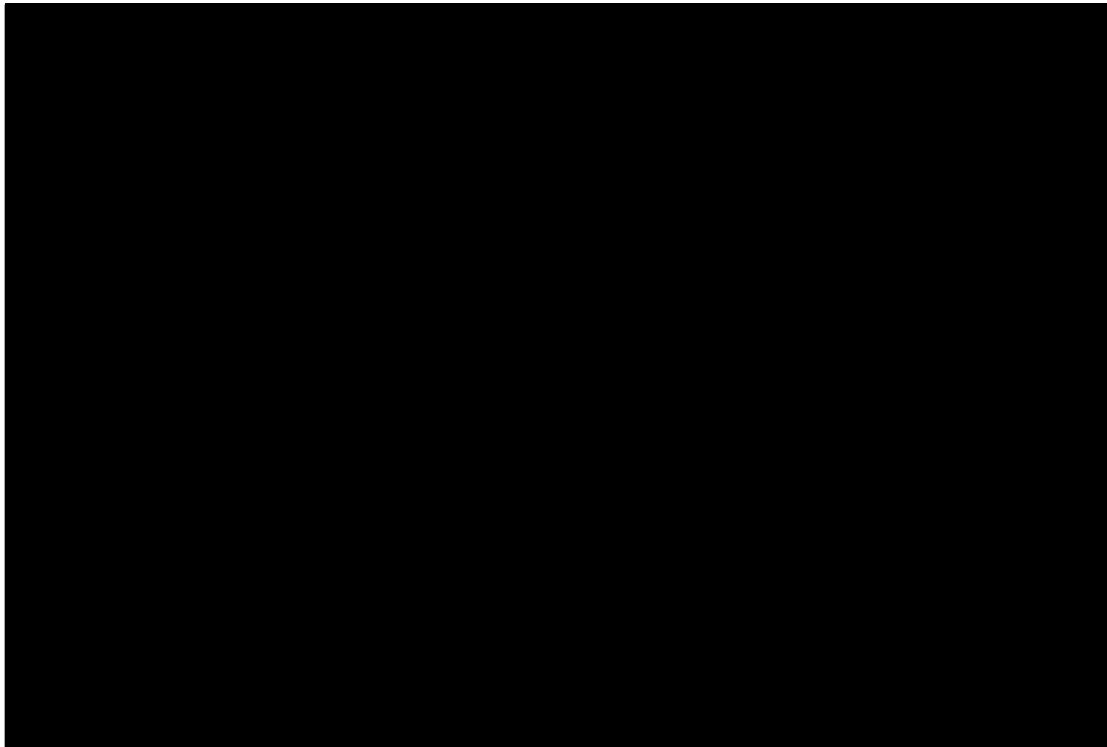
10/19/2006 3:31:48 PM



Confidential

- 3 -

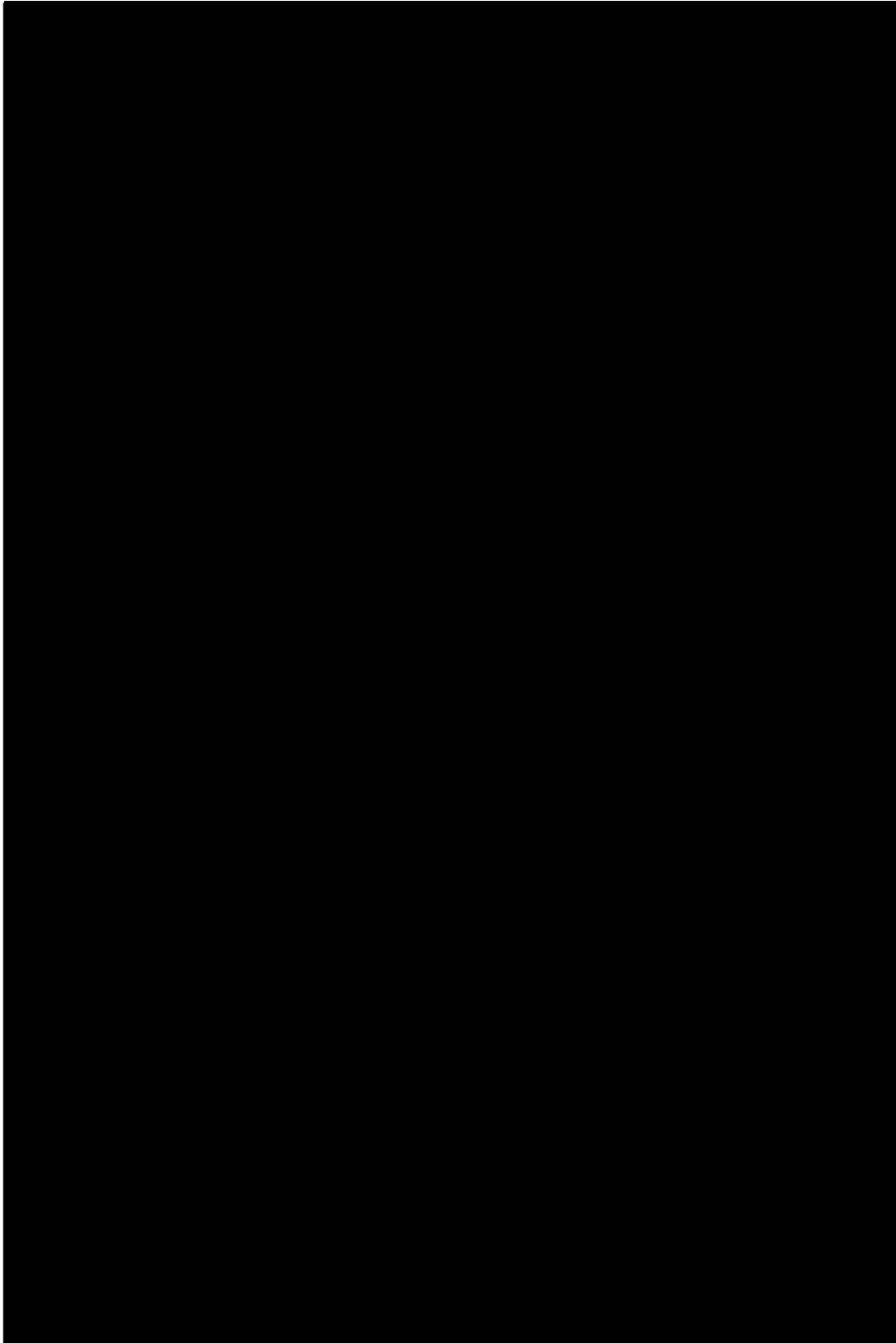
10/19/2006 3:31:48 PM



Confidential

- 4 -

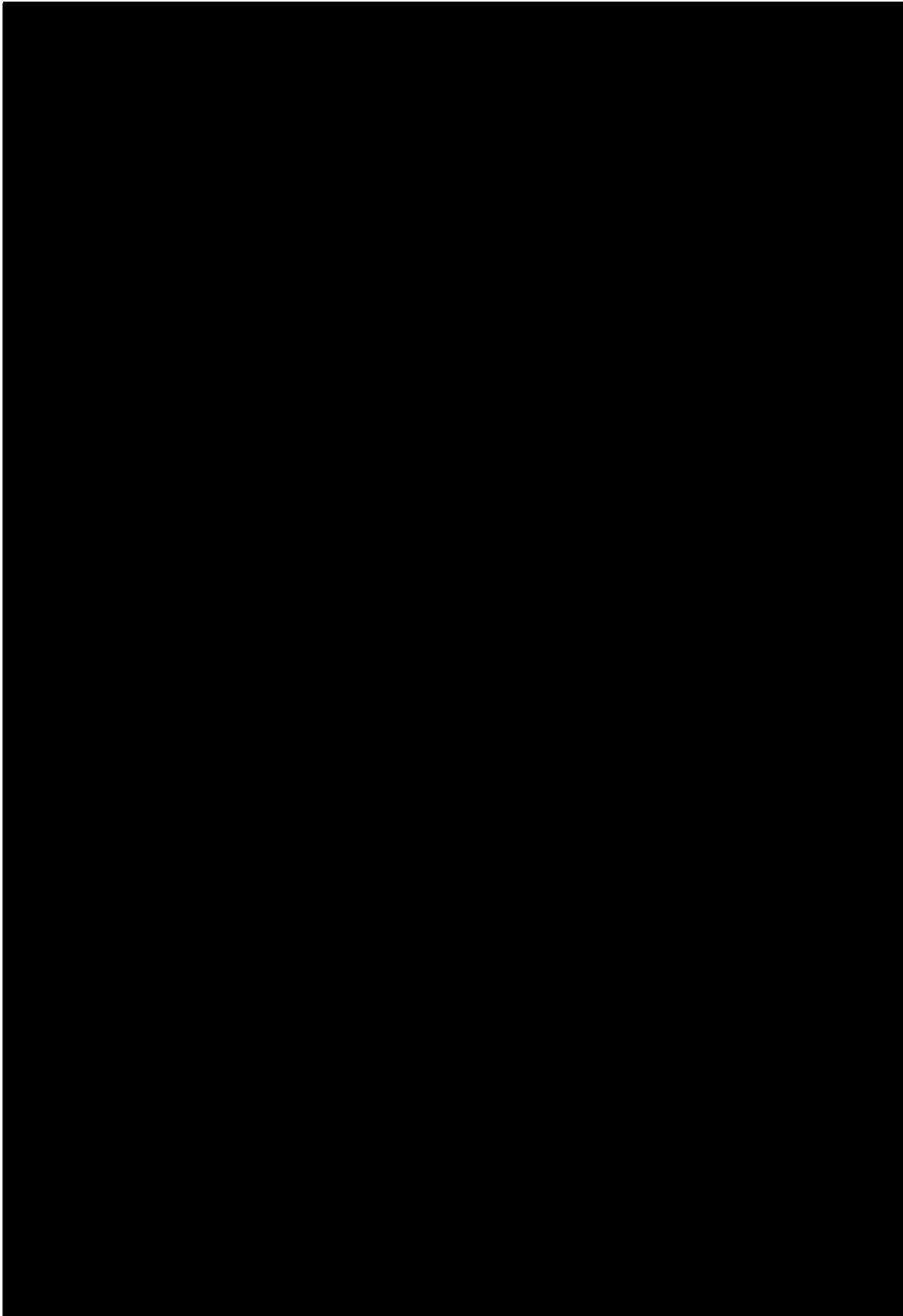
10/19/2006 3:31:48 PM



Confidential

- 5 -

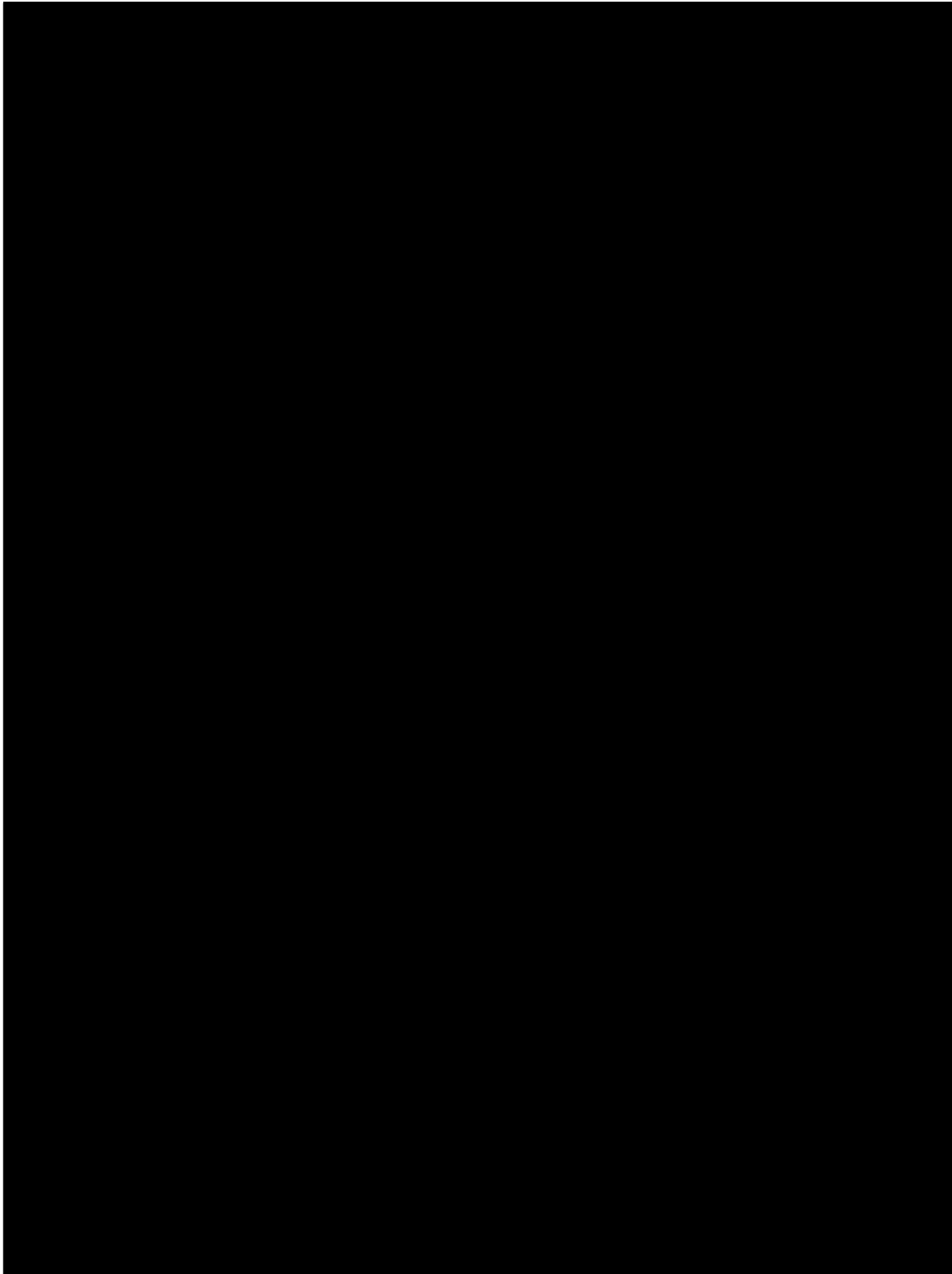
10/19/2006 3:31:48 PM



Confidential

- 6 -

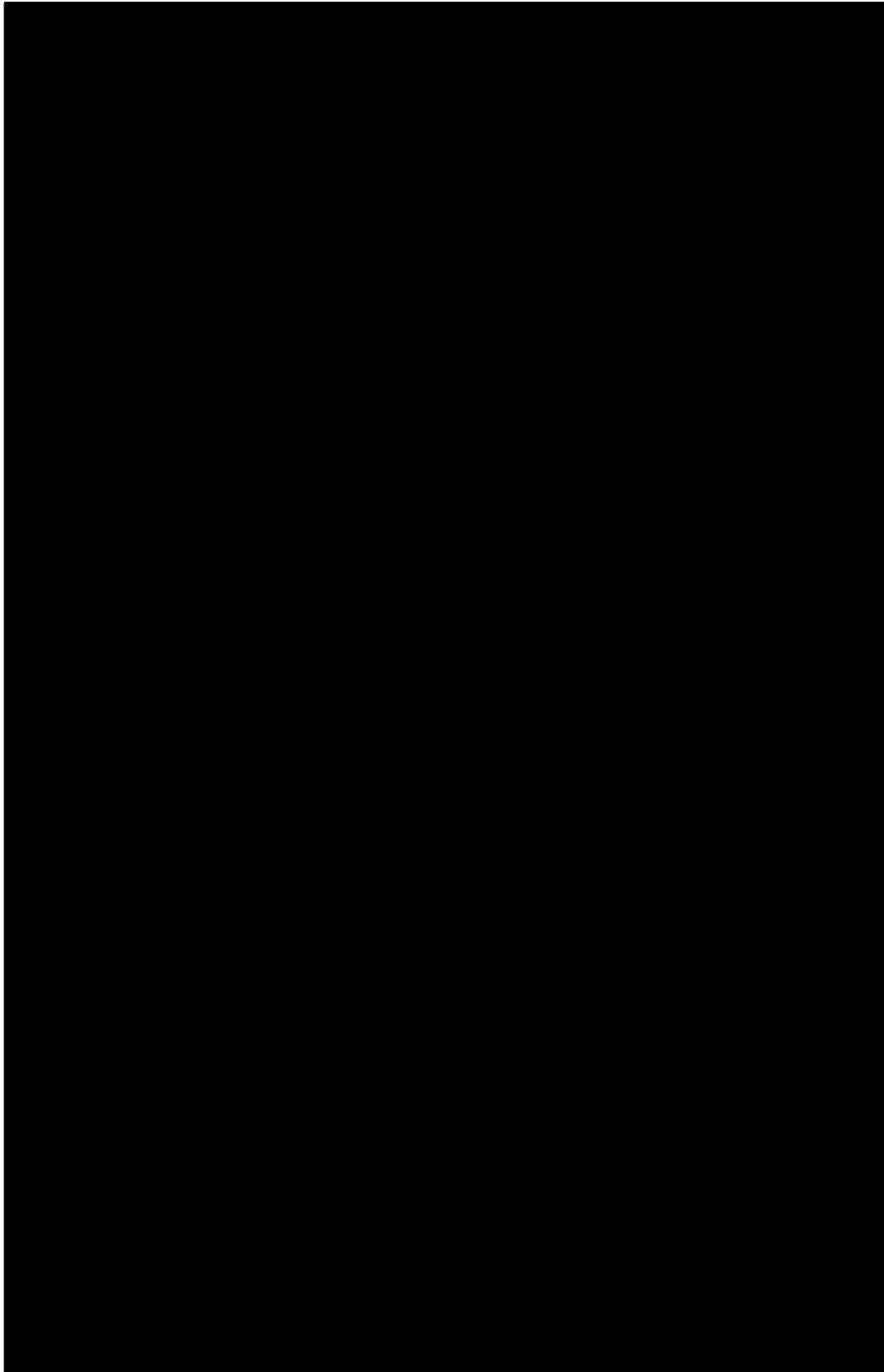
10/19/2006 3:31:48 PM



Confidential

- 7 -

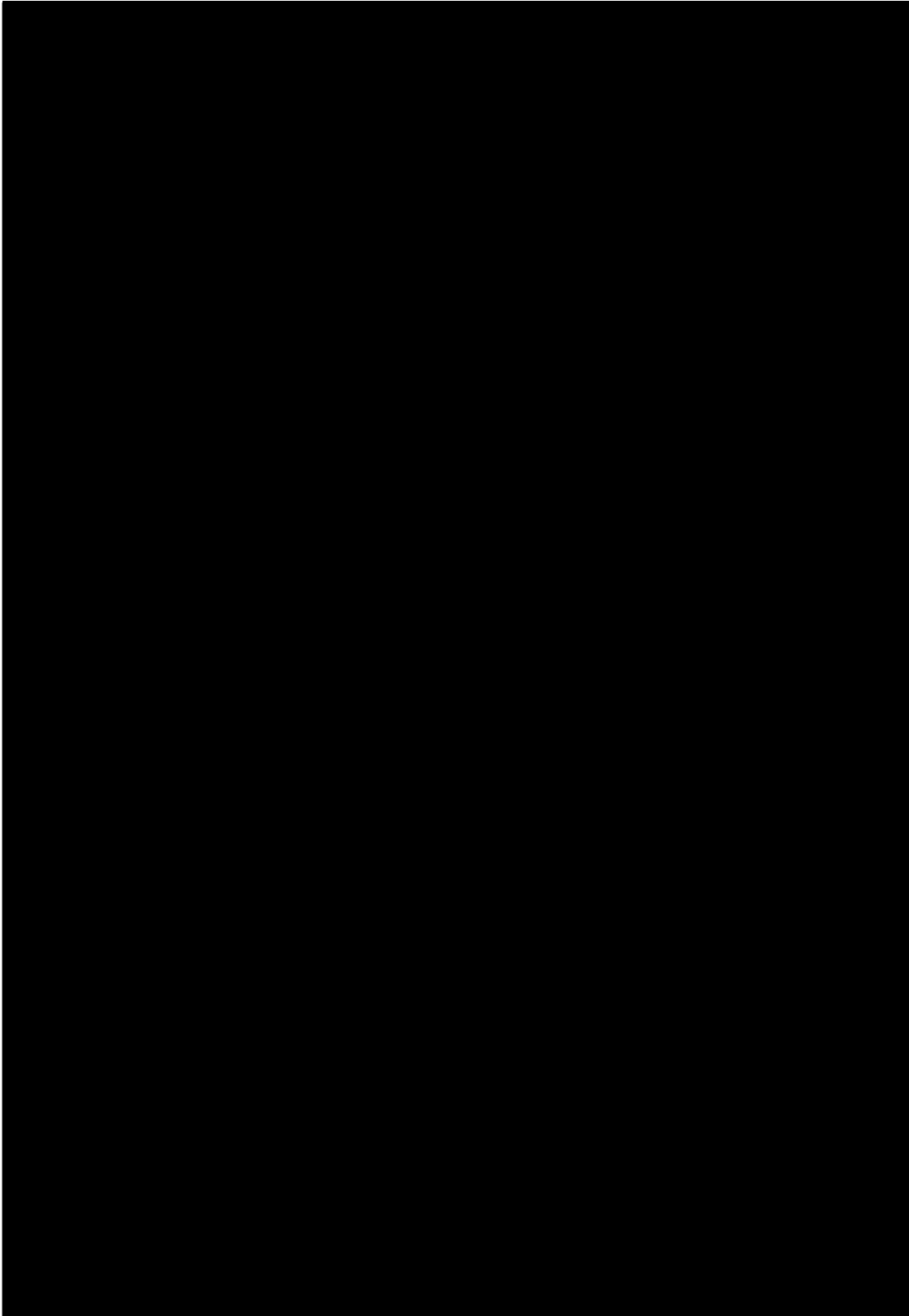
10/19/2006 3:31:48 PM



Confidential

- 8 -

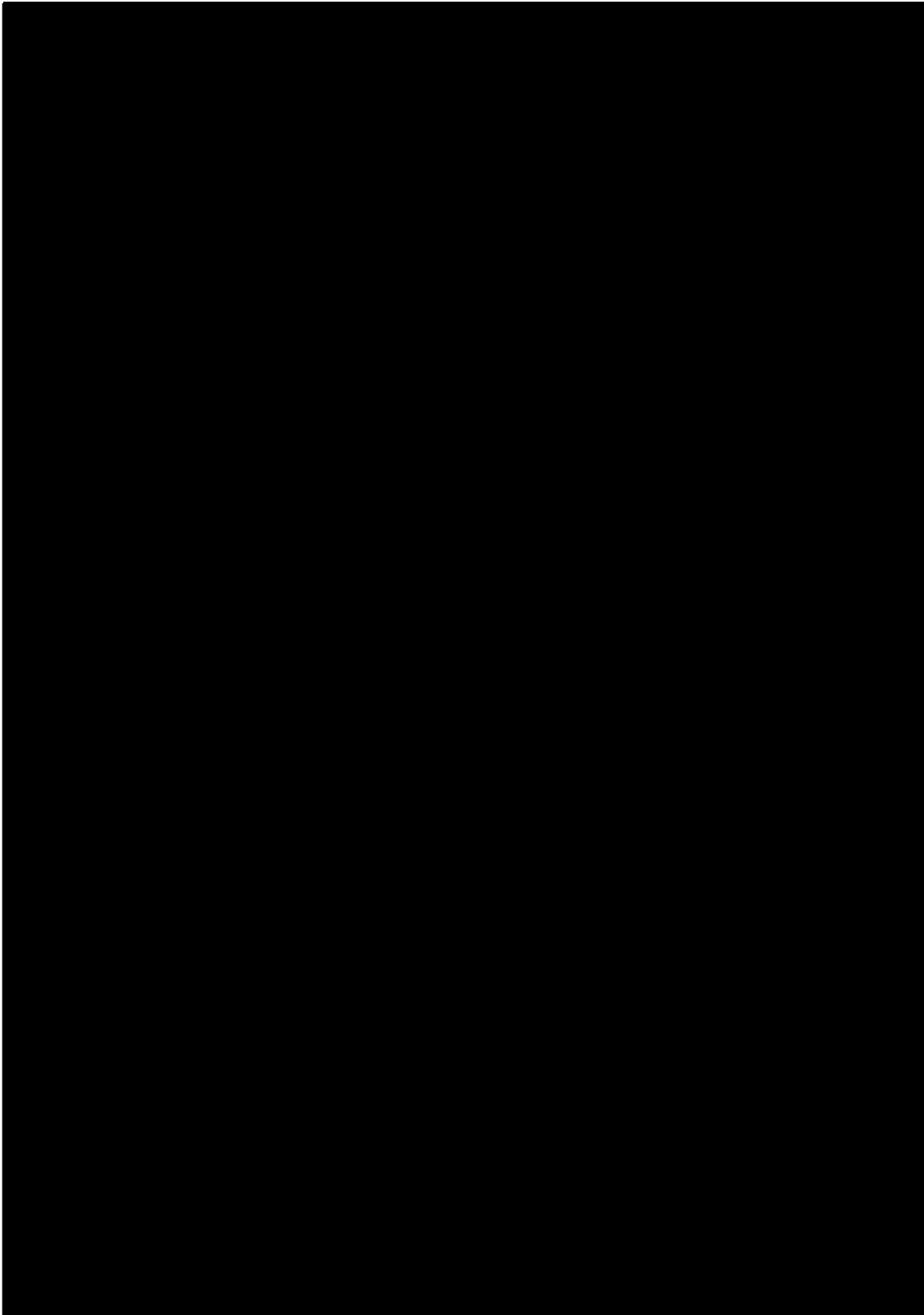
10/19/2006 3:31:48 PM



Confidential

- 9 -

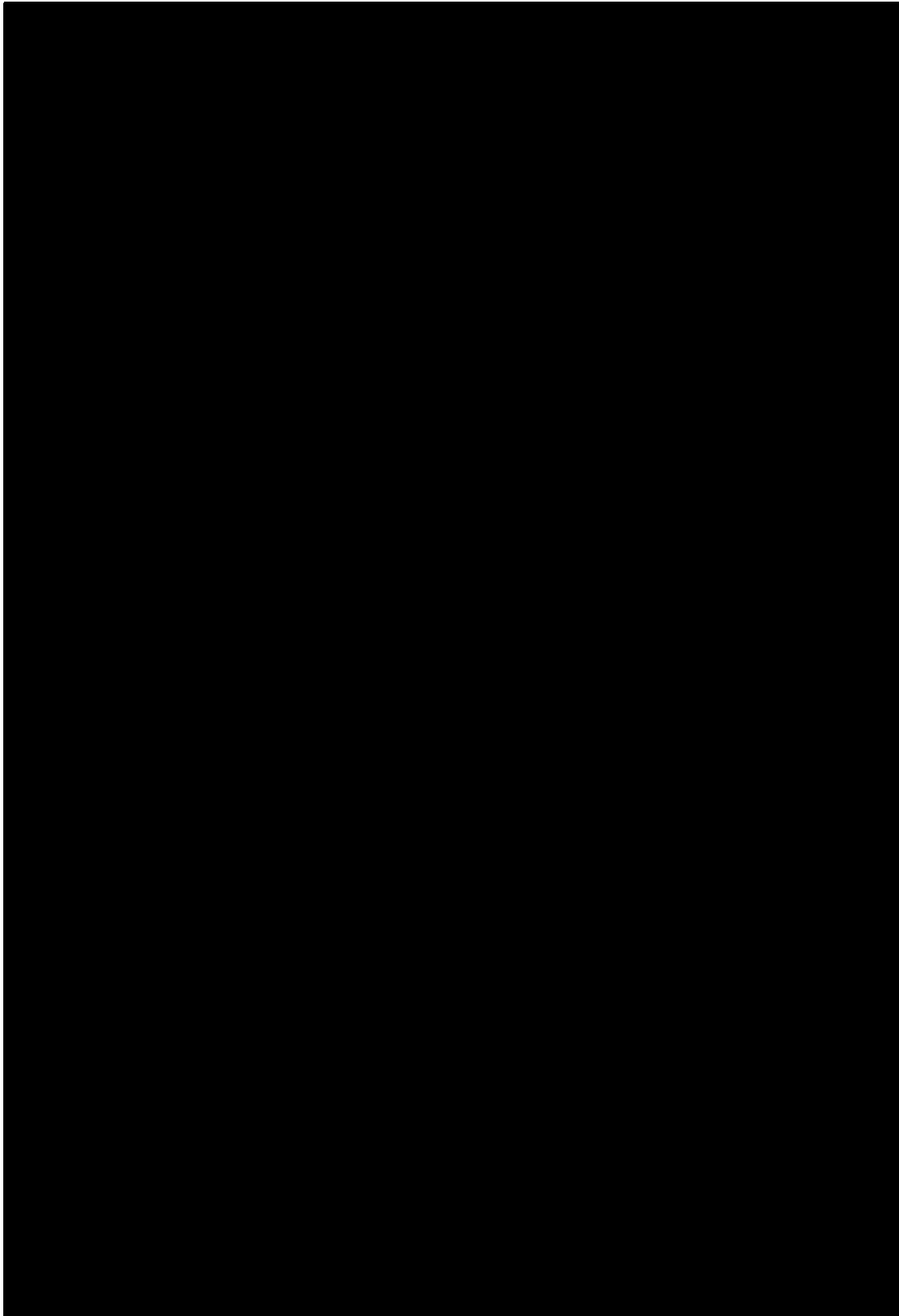
10/19/2006 3:31:48 PM



Confidential

- 10 -

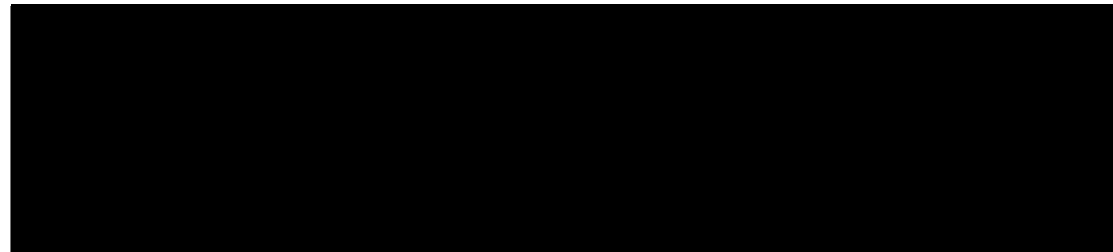
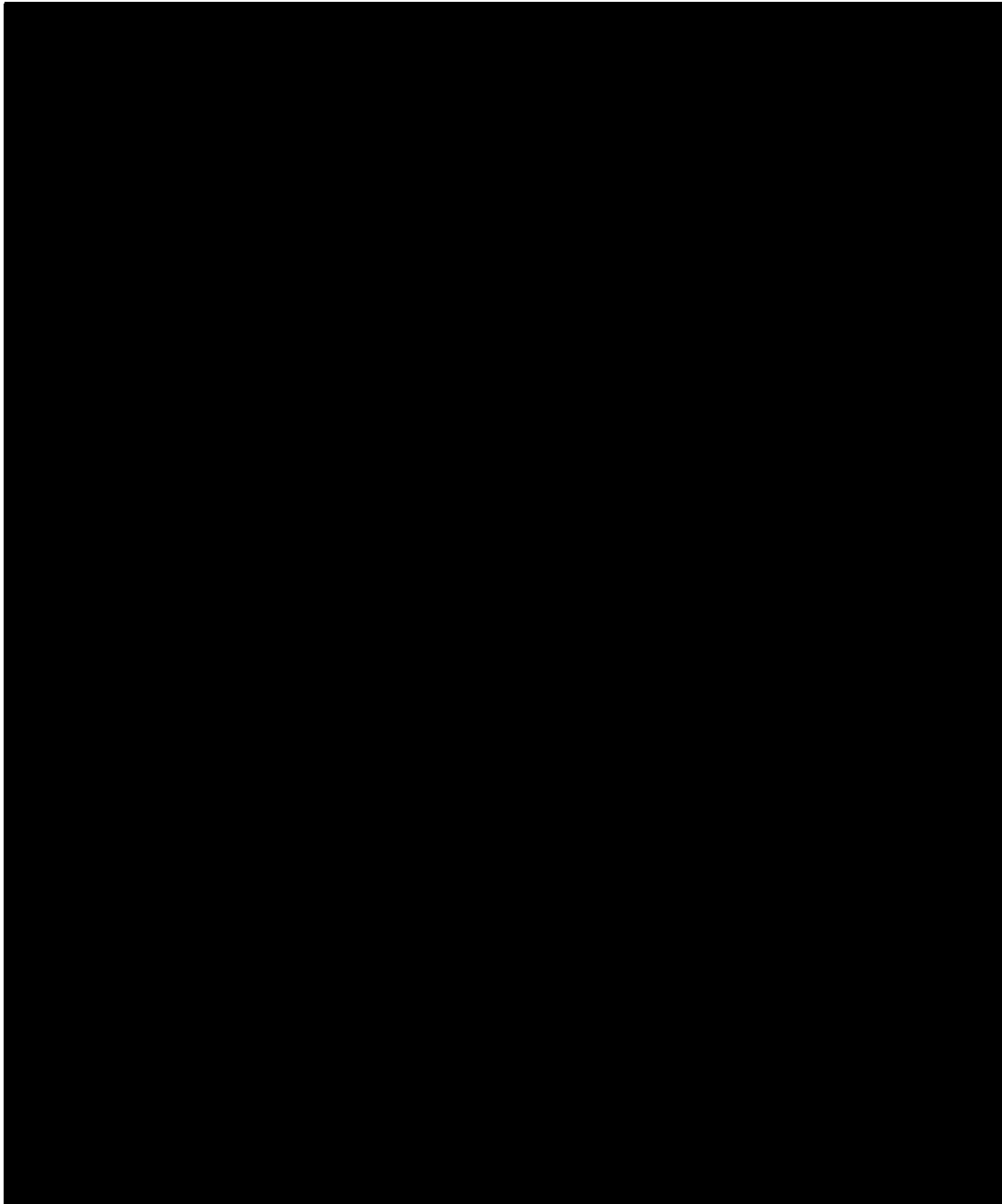
10/19/2006 3:31:48 PM



Confidential

- 11 -

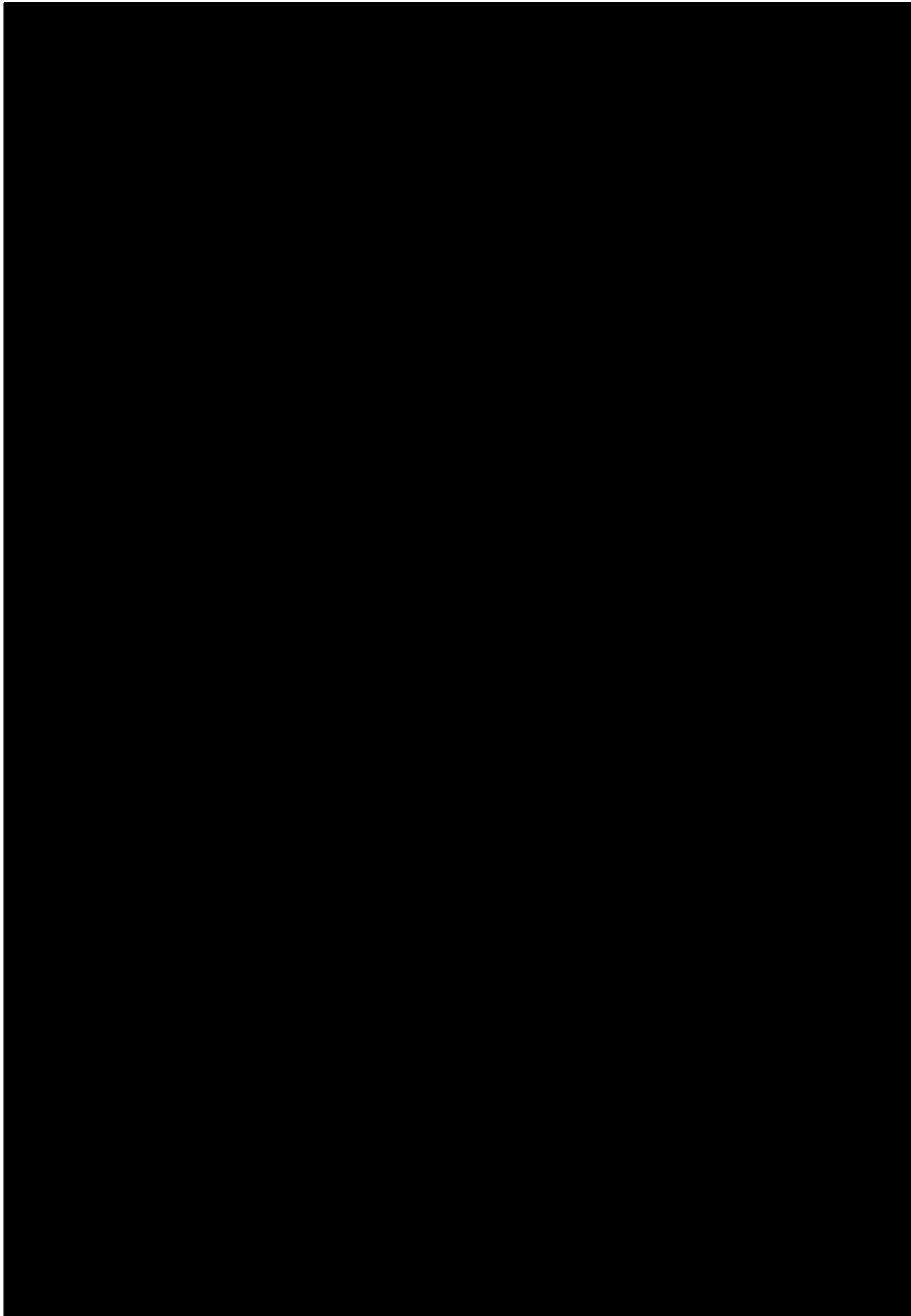
10/19/2006 3:31:48 PM



Confidential

- 12 -

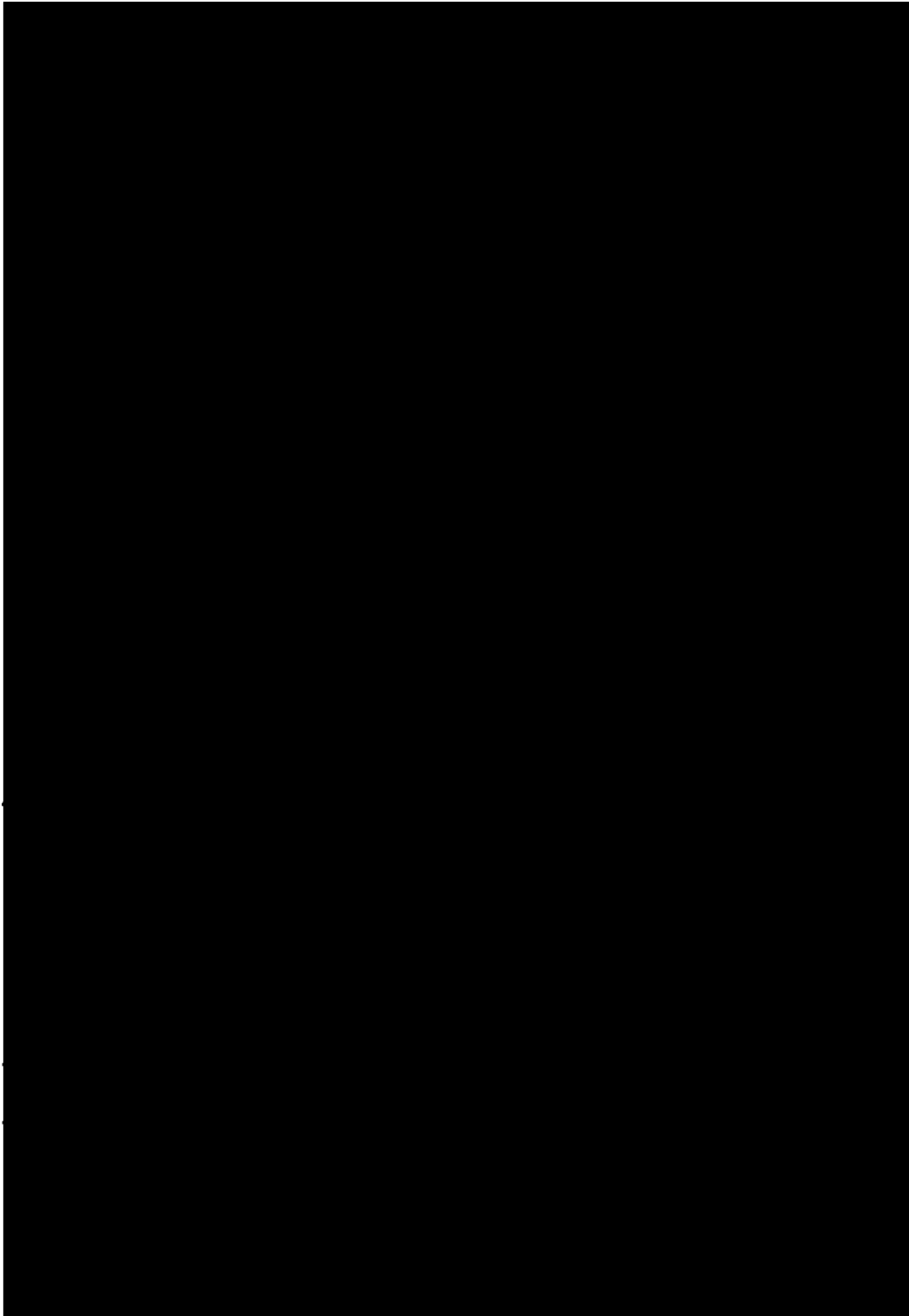
10/19/2006 3:31:48 PM



Confidential

- 13 -

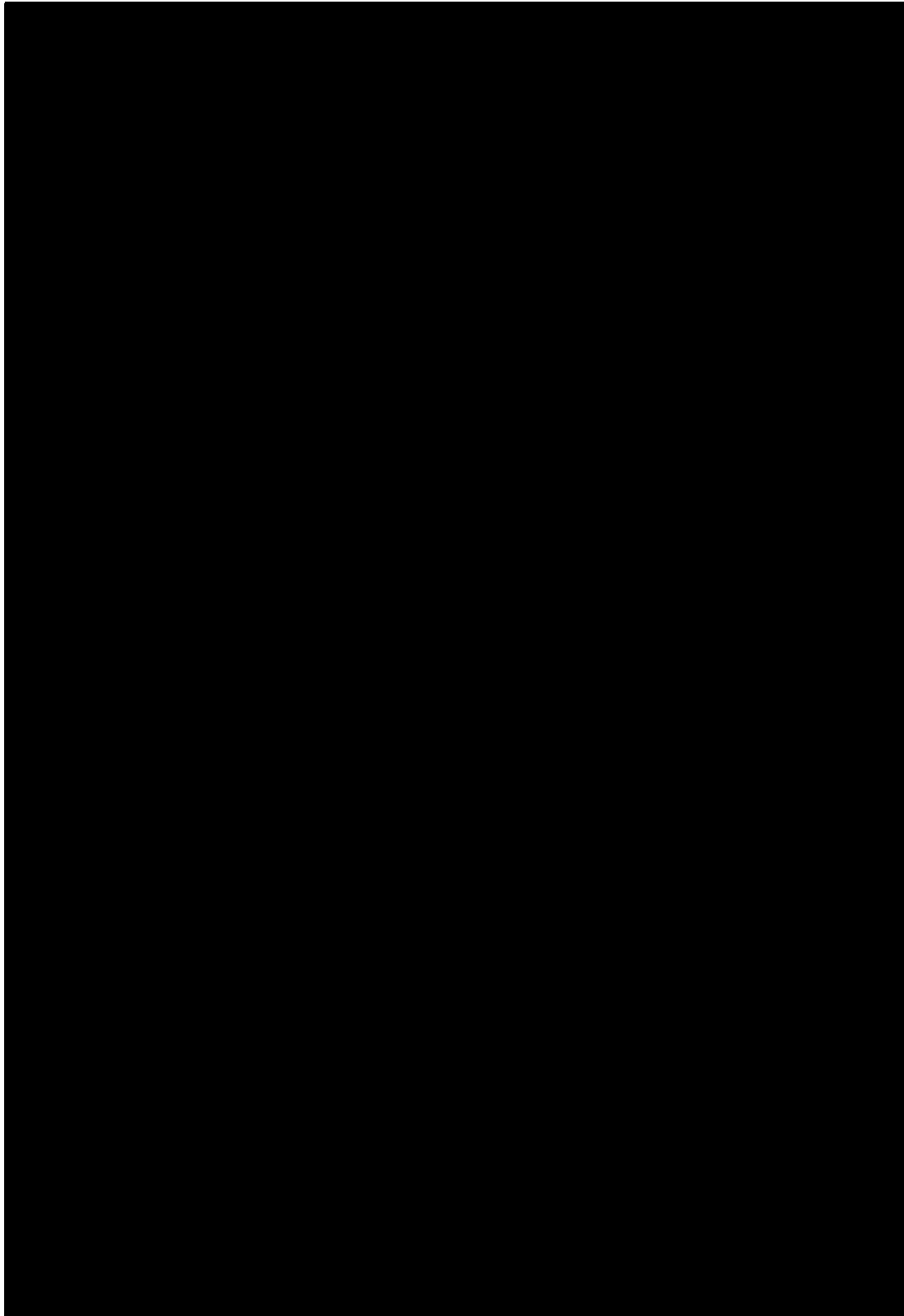
10/19/2006 3:31:48 PM



Confidential

- 14 -

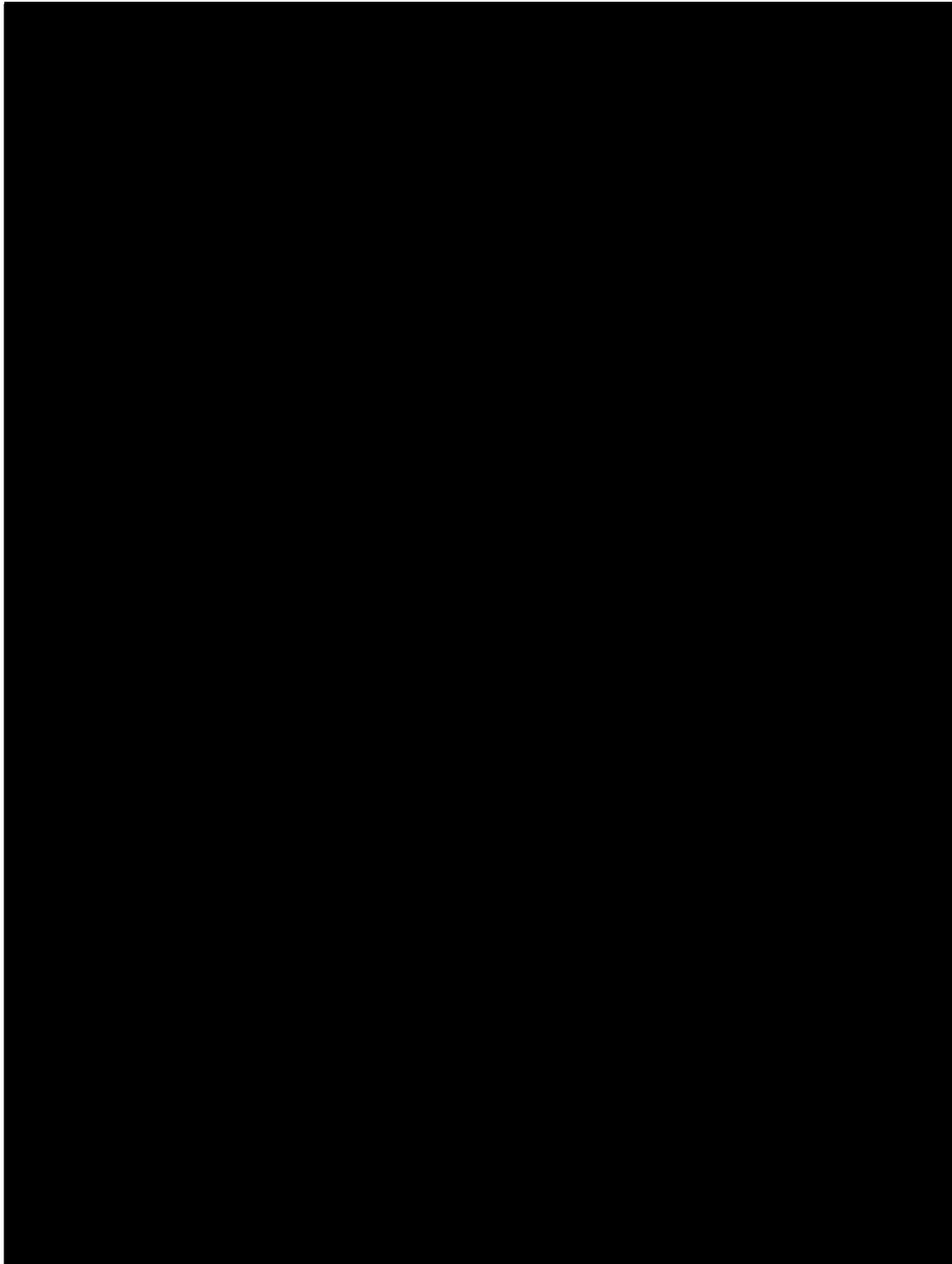
10/19/2006 3:31:48 PM



Confidential

- 15 -

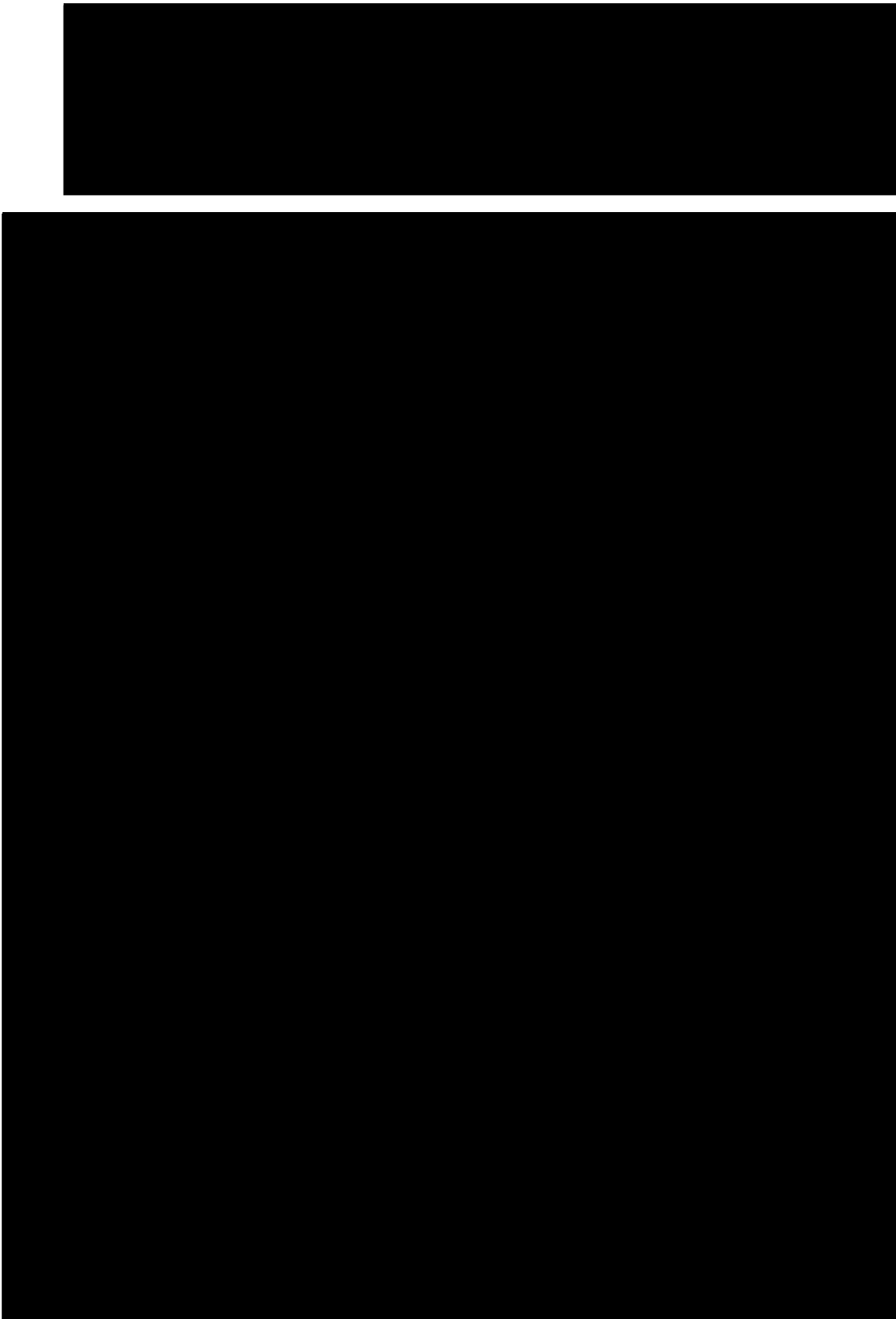
10/19/2006 3:31:48 PM



Confidential

- 16 -

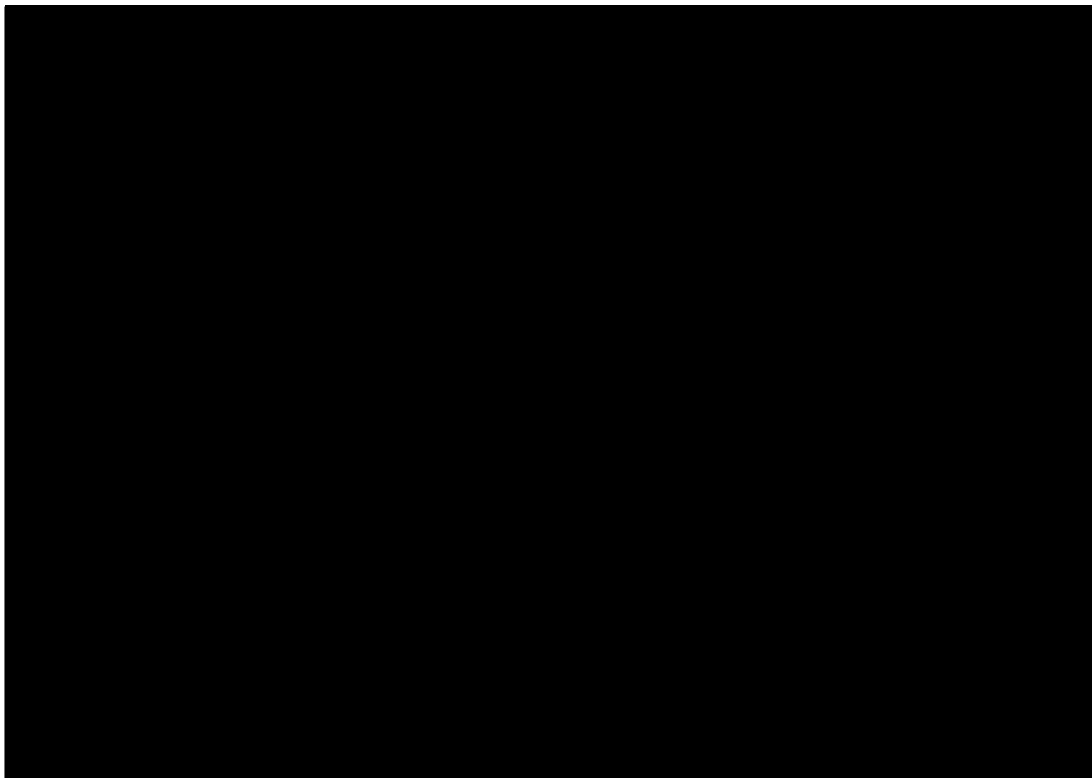
10/19/2006 3:31:48 PM



Confidential

- 17 -

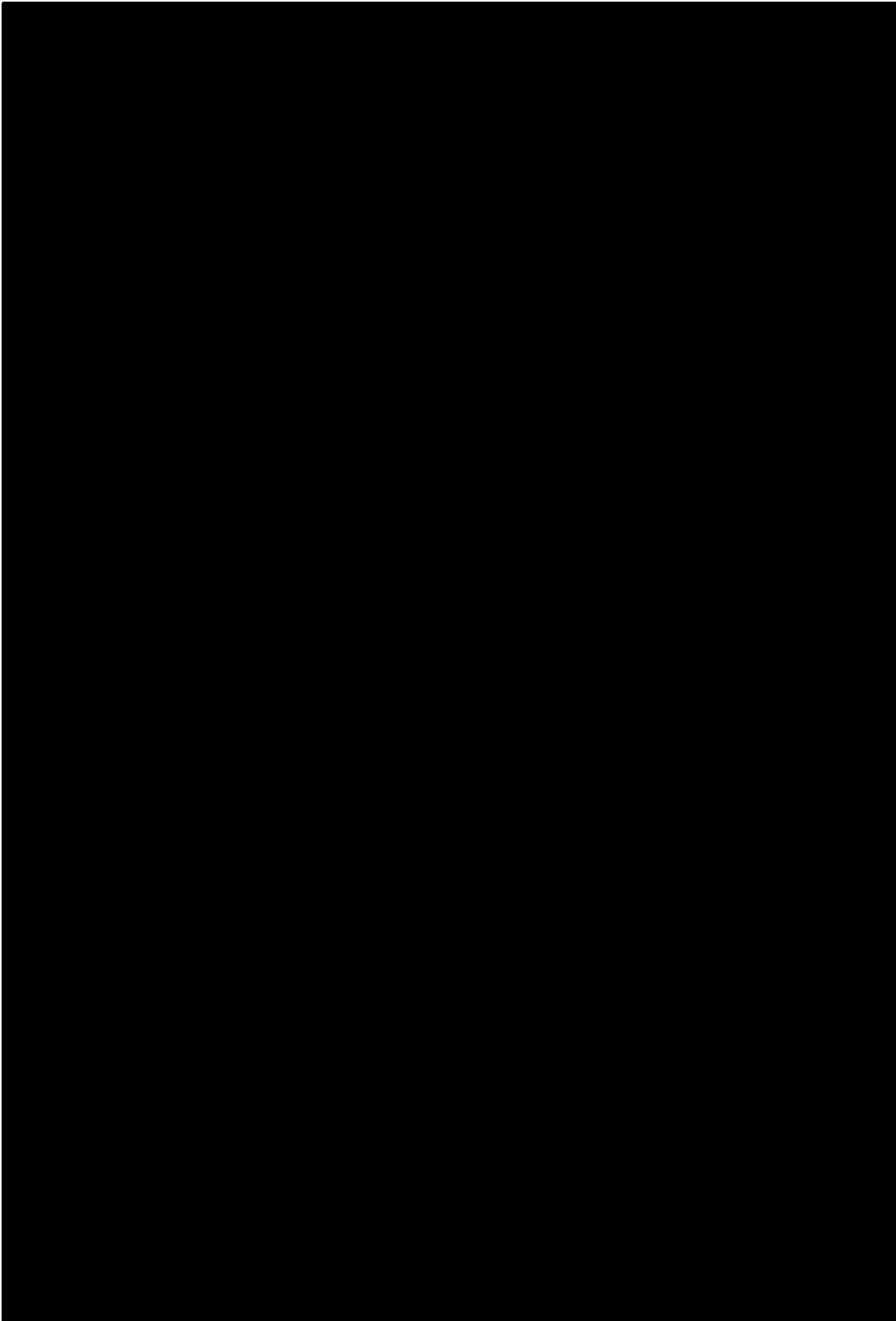
10/19/2006 3:31:48 PM



Confidential

- 18 -

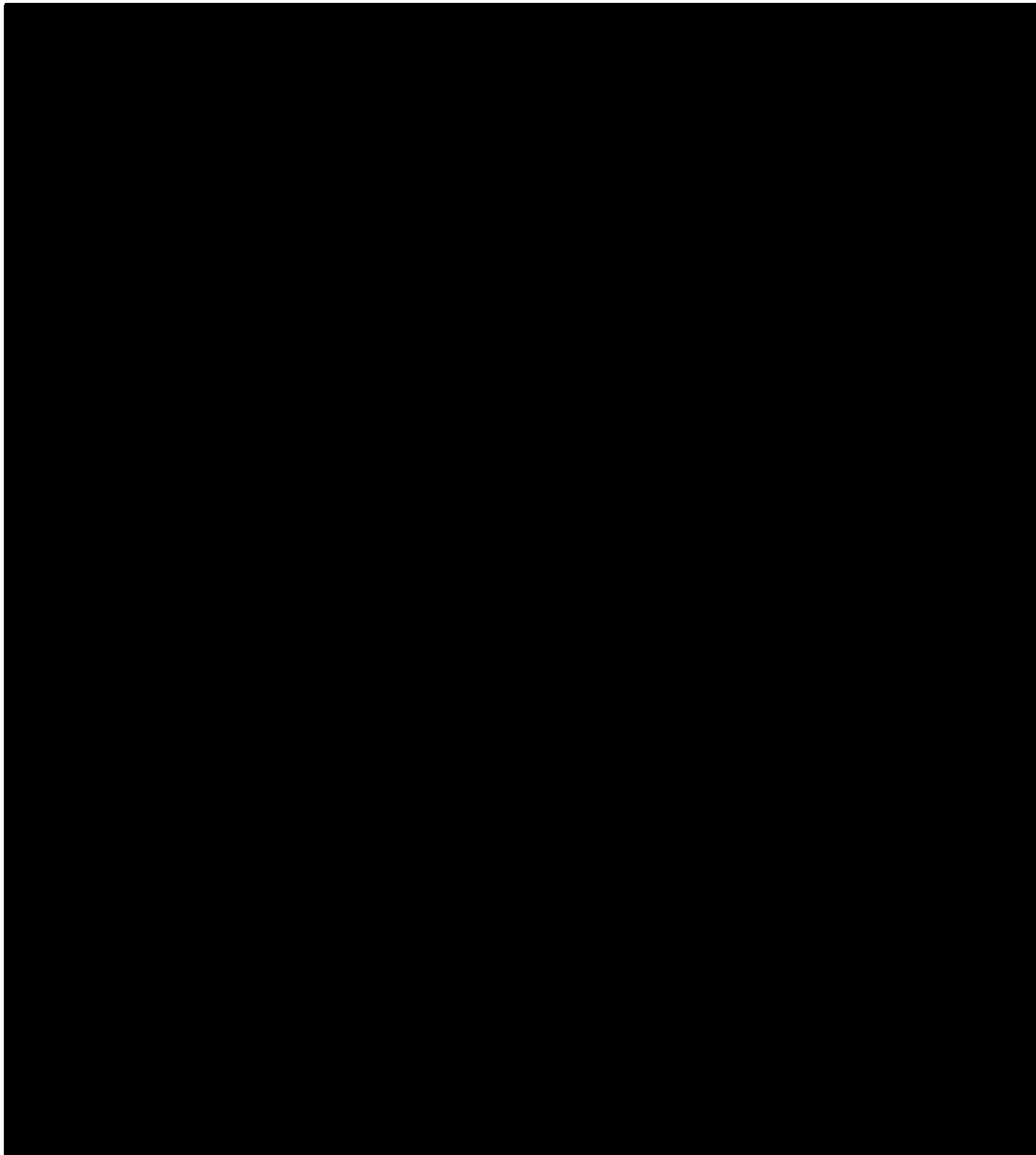
10/19/2006 3:31:48 PM



Confidential

- 19 -

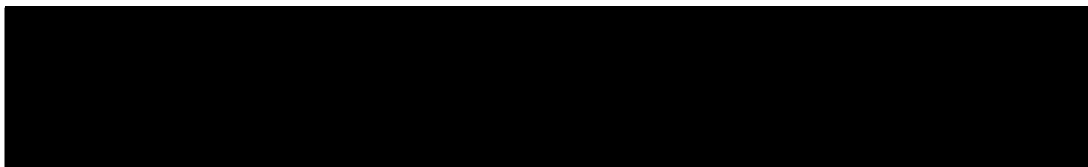
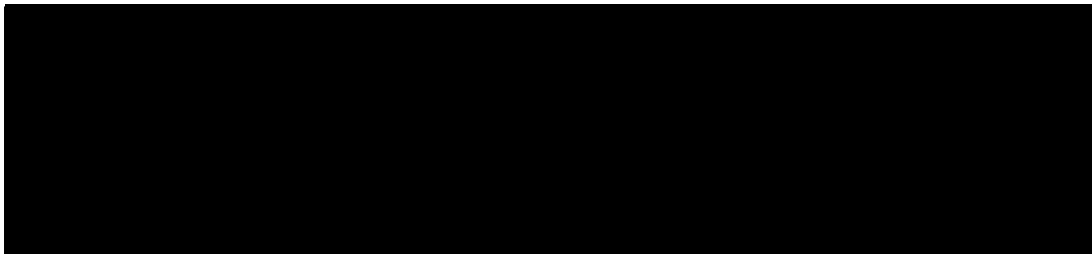
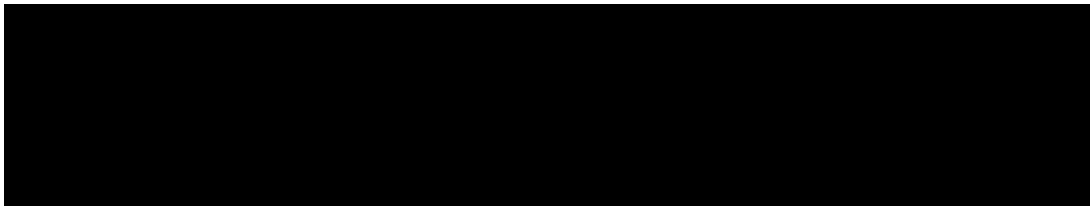
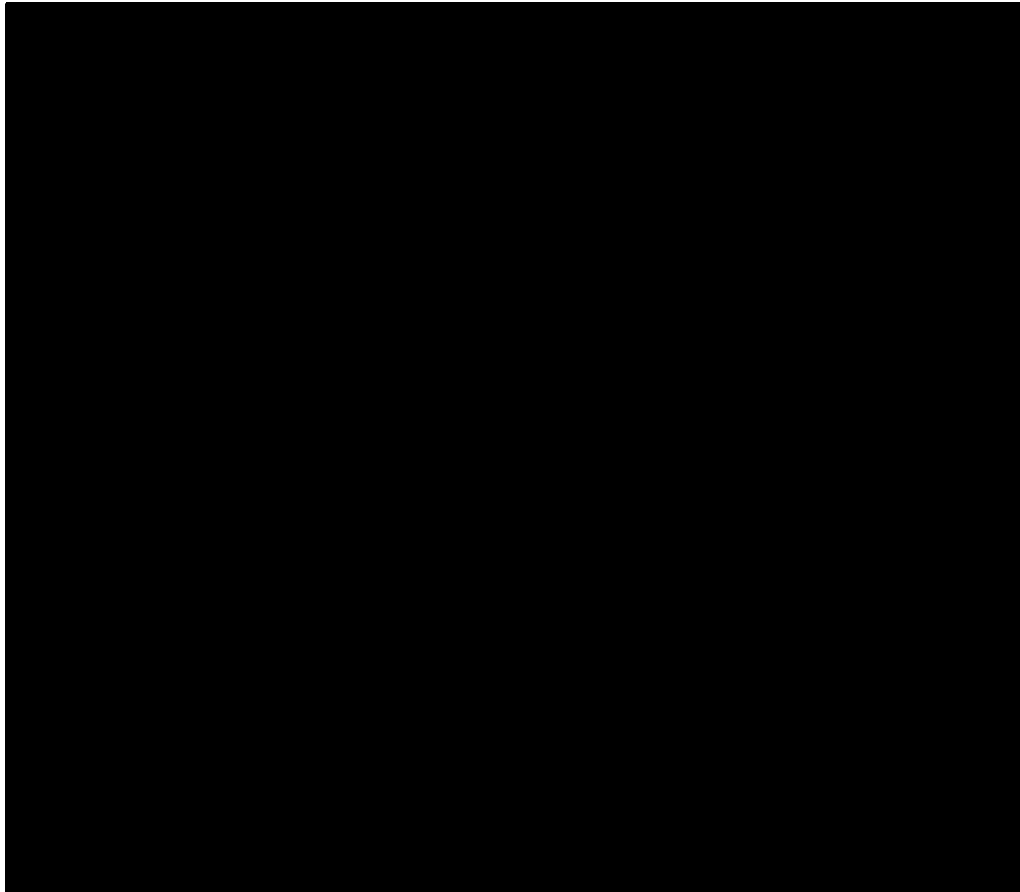
10/19/2006 3:31:48 PM



Confidential

- 20 -

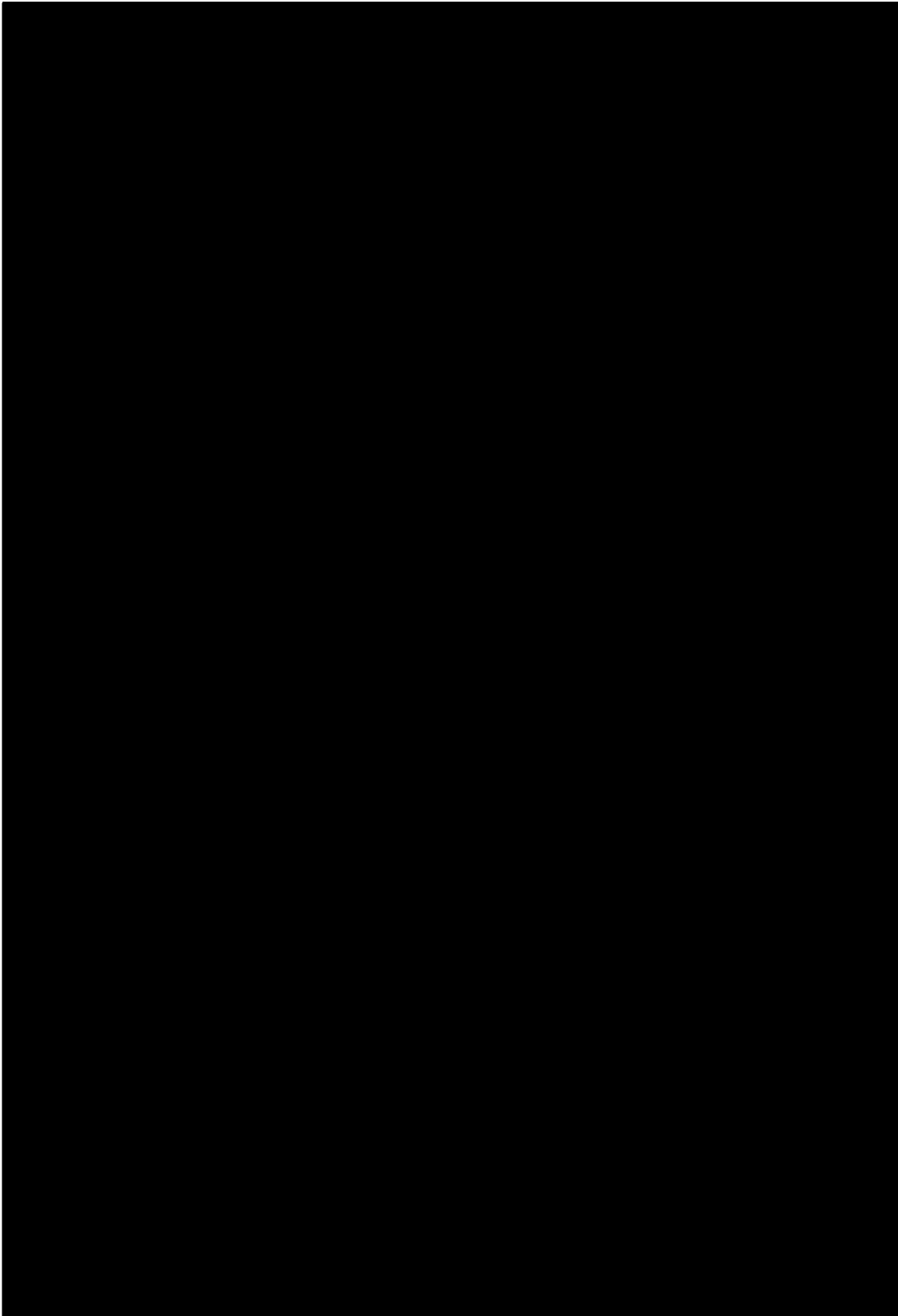
10/19/2006 3:31:48 PM



Confidential

- 21 -

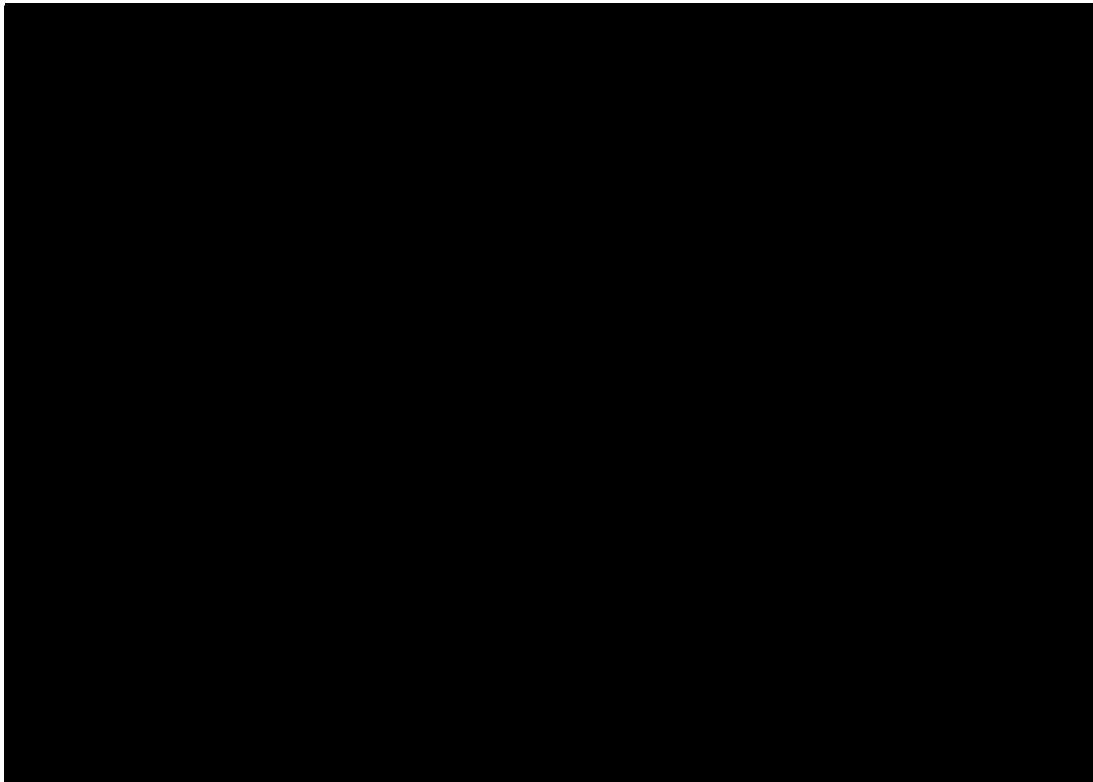
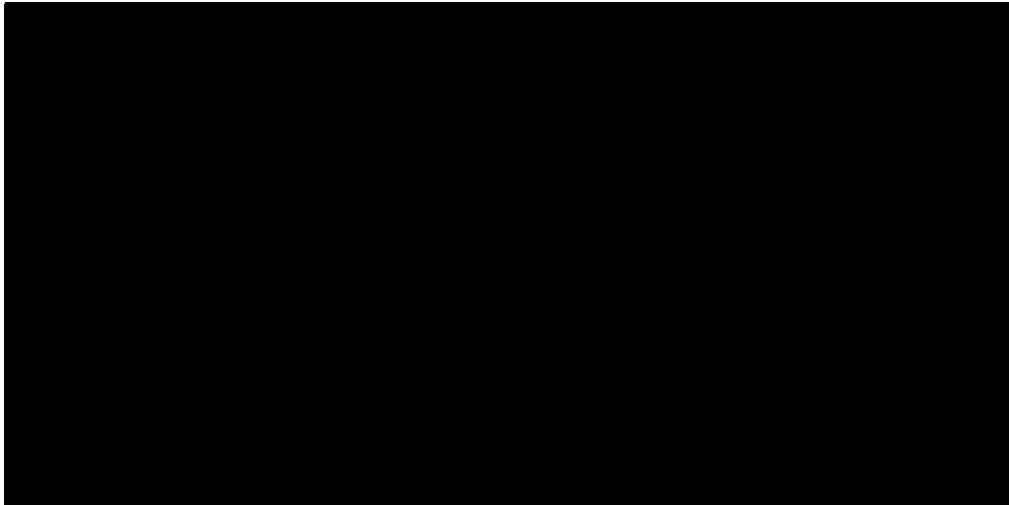
10/19/2006 3:31:48 PM



Confidential

- 22 -

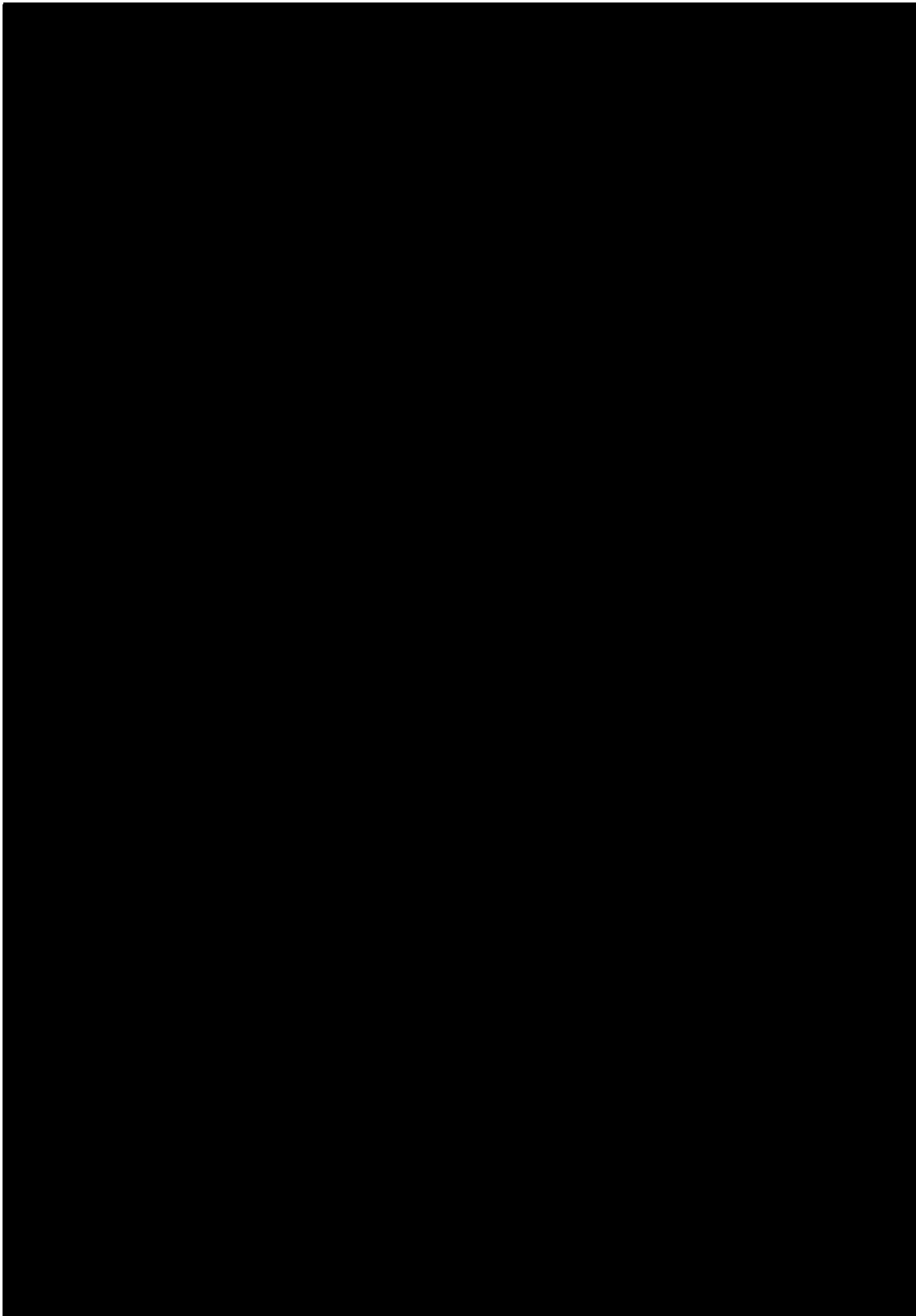
10/19/2006 3:31:48 PM



Confidential

- 23 -

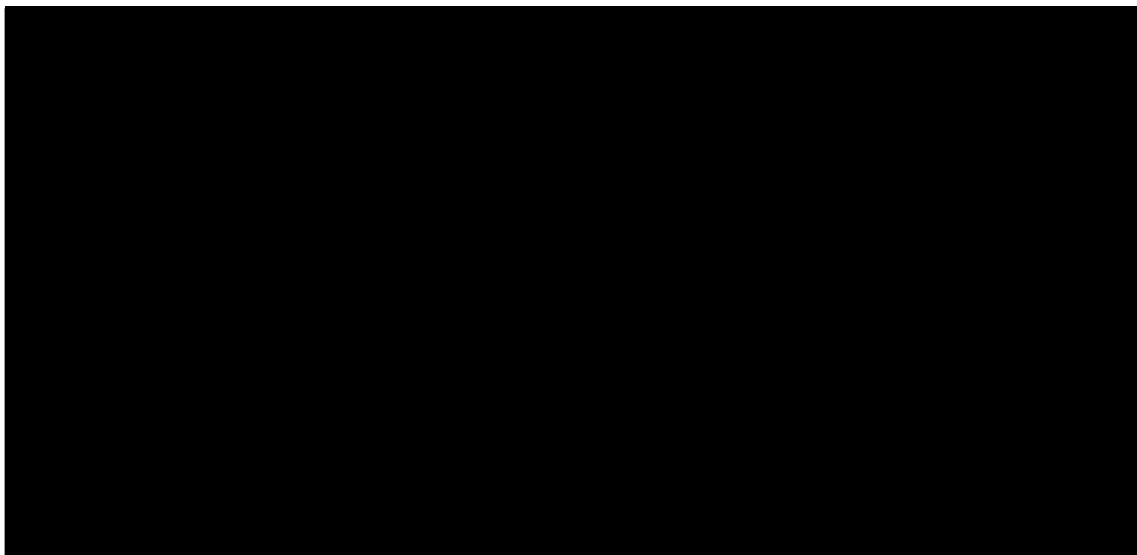
10/19/2006 3:31:48 PM



Confidential

- 24 -

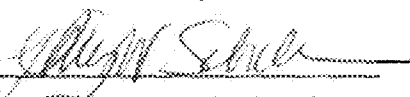
10/19/2006 3:31:48 PM

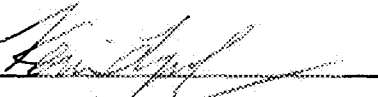


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
by their duly authorized representatives:

APPLE COMPUTER, INC.

ADOBE SYSTEMS INCORPORATED

BY: 
NAME: Philip Schiller
TITLE: SVP WWAN

BY: 
NAME: Keith Lynch
TITLE: SVP

Confidential

- 25 -

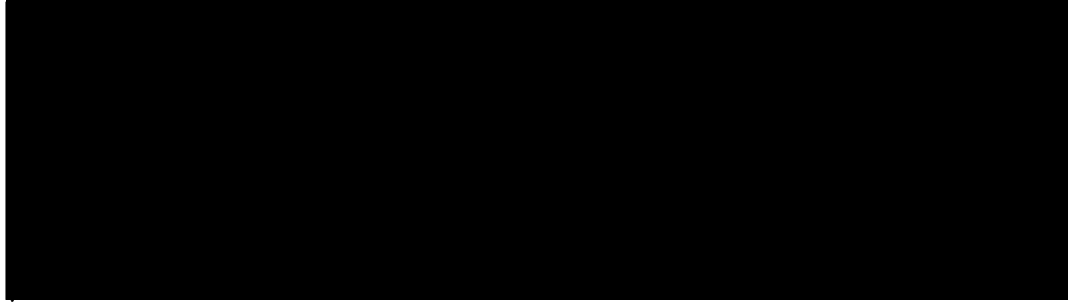
10/19/2006 3:31:48 PM

**EXHIBIT A
Deliverables**

Apple Deliverables



Adobe Deliverables –



Confidential

- 26 -

10/19/2006 3:31:48 PM

EXHIBIT B
Support

Adobe Support Contact

Paul Betlem

Sr. Director Flash Player Engineering

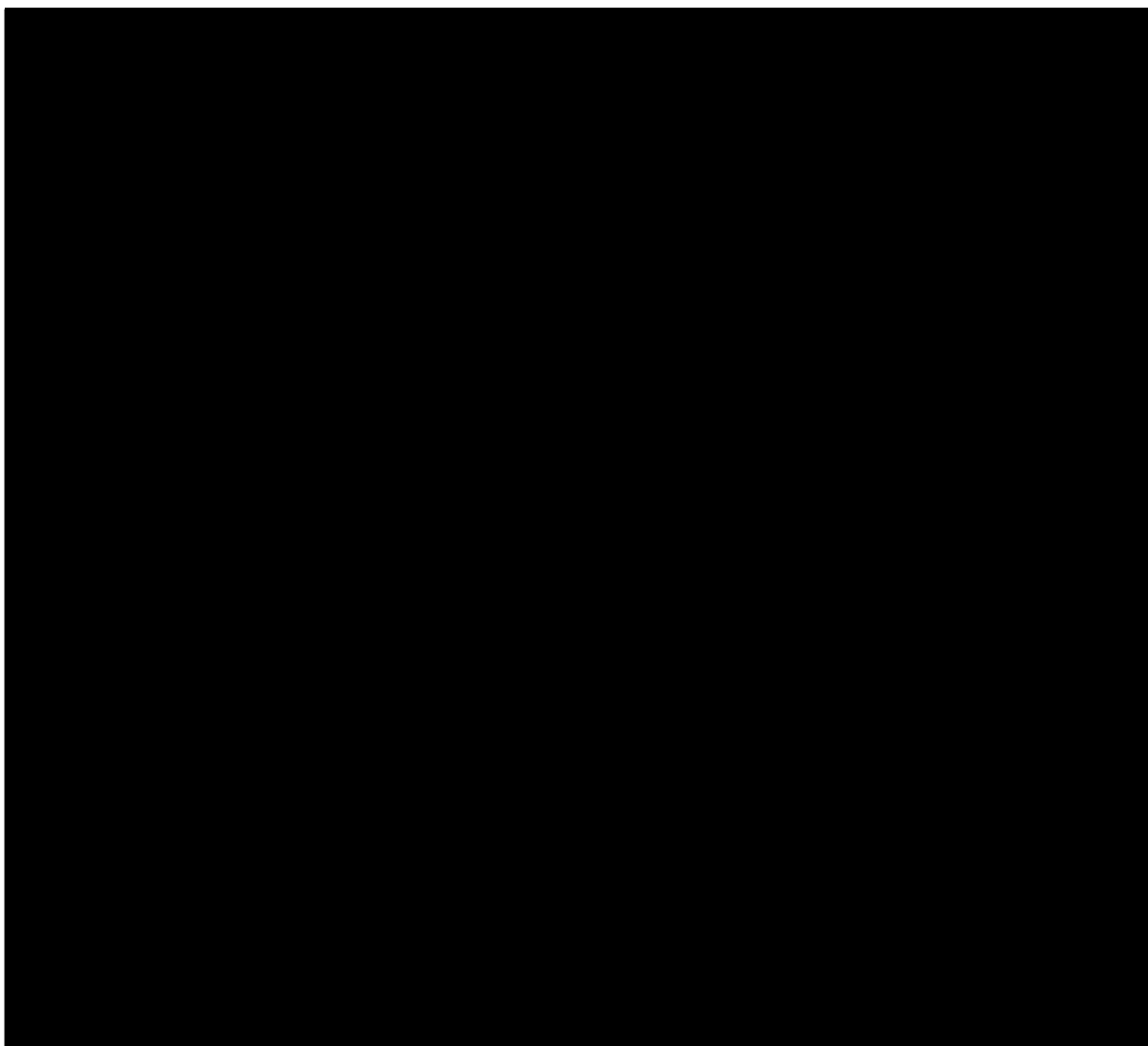
pbetlem@adobe.com

Apple Support Contact

Peter Graffagnino

Senior Director Interactive Media Group

pgraff@apple.com



Confidential

- 27 -

10/19/2006 3:31:48 PM



Confidential

- 28 -

10/19/2006 3:31:48 PM

EXHIBIT C
Flash Format Specification

Available from Adobe's website at <http://www.adobe.com/licensing/developer/> or other website as Adobe may determine.

Confidential

- 29 -

10/19/2006 3:31:48 PM

Exhibit D
Flash Trademark Guidelines

See attached "Guidelines for Third Parties Who License, Use or Refer to Adobe Trademarks"

Confidential

- 30 -

10/19/2006 3:31:48 PM

Adobe Trademark Guidelines

For third parties who license, use or refer to Adobe trademarks



Confidential

- 31 -

10/19/2006 3:31:48 PM

January 1, 2004

To Third Parties Who License, Use or Refer to Adobe Trademarks:

Adobe counts among its most valuable assets the company's trademarks and the goodwill they represent. Protection of these marks is a priority for Adobe. These guidelines have been developed for licensees, consultants, distributors, developers, authorized resellers, customers and other third parties to answer common questions about proper use of Adobe trademarks.

The status of Adobe's trademarks is continually changing, and it may be necessary to revise these guidelines from time to time. Please refer to the section "How to Obtain Additional Information" for references to additional resources and for details on how to obtain updated information on these guidelines and the status of Adobe trademarks.

If you are a licensee, please be sure to consult your agreement with Adobe for any additional or different requirements applicable to your use of Adobe trademarks.

Thank you for your cooperation.

Adobe Systems Incorporated

1

Confidential

- 32 -

10/19/2006 3:31:48 PM

ADOBE_110485
Confidential – Attorneys' Eyes Only

Introduction

Please follow these guidelines carefully. They are designed to ensure proper usage of Adobe trademarks and to prevent consumer confusion that can result from improper or illegal usage.

These guidelines will help you identify the correct form for Adobe trademarks, the proper use of the ® and ™ trademark symbols, and the appropriate attribution statement to accompany your use of Adobe trademarks. The guidelines also provide information related to commonly asked questions about the proper use of Adobe trademarks. For convenience, these guidelines refer only to trademarks, but the rules also apply to service marks as well.

For use of copyrighted materials, such as images, how shots, screen shots, and text, please refer to Adobe's online Permissions and trademark guidelines at <http://www.adobe.com/misc/agreement.html>.

Proper Use of Adobe Trademarks

You may use Adobe trademarks (but not logos, taglines or icons) to identify Adobe products or services, provided such references are truthful, fair and not misleading as to Adobe sponsorship, affiliation or endorsement of your company, your products or services, and you follow our trademark guidelines.

You may claim, if true, that your product or service is related to an Adobe product or service by using an appropriate phrase, such as "for use with," "for," "works with" or "compatible with," as long as nothing in the manner of such use would create consumer confusion about the source or the manufacturer of the product.

Use the proper trademark form, the appropriate trademark symbol(s) and an attribution statement acknowledging Adobe's ownership of the trademarks, as more fully described below.

Identifying the Proper Trademark Form

Always use the correct spelling and format of Adobe trademarks with the appropriate trademark symbol(s). For a list of Adobe trademarks showing proper content, spelling, capitalization and marking, see <http://www.adobe.com/misc/agreement.html>. When referring to an Adobe product, use the full name of the product at its first and most prominent mention (for example, "Adobe Photoshop" is preferred over "Photoshop").

2

Confidential

- 33 -

10/19/2006 3:31:48 PM

Never vary the spelling, add or delete hyphens (even for normal hyphenation at the end of a line of text), make one word two, or use a possessive or plural form of the trademark. Adobe trademarks must always be used as adjectives followed by a generic term (such as "software"), and never as nouns or verbs. For examples of appropriate generic terms that may be used with Adobe trademarks, see the list from the company's online "General Trademark Guidelines" at <http://www.adobe.com/misc/agreement.html>.

For example:

CORRECT: The image was modified using Adobe® Photoshop® software.

INCORRECT: The image was photoshopped.

CORRECT: You'll appreciate the PostScript® interpreter's unique ability to provide flexibility.

INCORRECT: You'll appreciate PostScript's® unique ability to provide flexibility.

Marking With ® or ™

When using Adobe trademarks, use the appropriate trademark symbol on the most prominent (or if none is prominent, the first) appearance on the materials. Please refer to the database of Adobe trademarks (<http://www.adobe.com/misc/agreement.html>) for proper marking requirements. Once marked, it is not normally necessary to mark subsequent appearances of the trademark in the piece.

Every appearance of an Adobe logo or product name in stylized form should *always* be marked with the appropriate ® and ™ symbol.

If the materials will be distributed only in a certain country or region outside of the United States, please contact Adobe Legal for the appropriate marking information—see the section "How to Obtain Additional Information."

Attribution Statements

Please include an attribution statement (which may appear in small, but still legible, print) when using any Adobe trademarks in any published materials. The statement should read:

3

Confidential

- 34 -

10/19/2006 3:31:48 PM

(List of Adobe marks used, beginning with "Adobe" and "the Adobe logo," if used, followed by any other marks in alphabetical order) are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

For example:

Adobe, the Adobe logo, Acrobat, Adobe Premiere, After Effects, FrameMaker, PageMaker, Photoshop and PostScript are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

The attribution statement typically is included with other legal lines, such as a copyright notice, at the bottom of a web page or, if in printed material, at the end of the document or on the copyright page of a book or manual.

If it is not feasible to include the attribution statement (and if it is not required by any contract you may have with Adobe), use a general purpose attribution statement in a form such as this:

All other trademarks are the property of their respective owners.

Use of Adobe Trademarks Not Permitted

You may not incorporate or include, in whole or in part, any Adobe trademark or product name in your own company name, product names, service names, trademarks, logos or Internet domain names.

You may not market any product or service under a name that is confusingly similar to the trademark or name of an Adobe product or service.

You may not use any Adobe logo, such as the Adobe corporate logo or the Adobe PDF logo, an Adobe product name in stylized form (i.e., logotype) or a company tagline, unless you have a specific license or other written permission from Adobe to use it — unauthorized use is strictly prohibited.

4

Confidential

- 35 -

10/19/2006 3:31:48 PM

ADOBE_110488
Confidential – Attorneys' Eyes Only

You may not copy or imitate Adobe's trade dress in whole or in part, including the visual vocabulary of the Adobe brand, the look and feel of Adobe product packaging and web properties, the distinctive color combinations and any typographic, graphic designs, product icons or imagery associated with Adobe products.

You may not use Adobe trademarks in a manner that would disparage or defame Adobe, any of its products or services, or any other person or entity.

Use of the Corporate Logo, Product Logos and Signatures, Icons and Web Logos

Corporate Logo

The Adobe corporate logo may only be used if you have obtained a prior written license from Adobe and your use complies with the terms and conditions of the license. Under no circumstances may you modify, distort, morph, animate or add to the corporate logo.



Product Logos and Signatures

Product signatures, logos or trademarks in stylized form may only be used if you have obtained a prior written license from Adobe and your use complies with the terms and conditions of the license. Under no circumstances may you modify, distort, or add to Adobe product signatures, logos or stylized trademarks.

Adobe® Photoshop®



Adobe Product Icons

Adobe product icons are the thumbnail size images indicating that an Adobe product has been installed on your computer. Generally, when you click on a product icon, the related application is launched. Adobe does not normally allow the use of its product icons by third parties in their materials.

5

Confidential

- 36 -

10/19/2006 3:31:48 PM

Adobe PDF File Icon

The Adobe PDF file icon may be used on a web site solely as an indicator of an active link to a Portable Document Format file (.pdf) created with an Adobe Acrobat product. Please refer to the specific provisions in the online Permissions and trademark guidelines at www.adobe.com/misc/agreement.html before you use this file icon on a web site. Adobe does not permit the use of the Adobe PDF file icon for software, hardware or other related products from companies other than Adobe, unless the company has obtained a prior written license from Adobe and such use complies with the terms and conditions of the license.

**Adobe Web Logos**

An Adobe web logo may be available for your use as an indicator of a link from your web site to Adobe's official web site. Please refer to the specific provisions in the online Permissions and trademark guidelines at www.adobe.com/misc/agreement.html before you use an Adobe web logo.

**Use of Adobe Trademarks in Third-Party Product Names or Materials**

Adobe trademarks may not be used by third parties as part of their company, product, service, domain or trade names without an express written agreement permitting such use. Licensees, such as authorized developers of plug-ins for Adobe products, must consult their agreement with Adobe to determine whether and under what circumstances such use of Adobe trademarks may be made.

In some instances, Adobe trademarks may be used in the titles of books, in printed or eBook format, that provide in-depth training beyond that available from Adobe product tutorials and reference material. Publishers of such books need not obtain express permission from Adobe if the use of Adobe trademarks complies with all of the following requirements:

- The Adobe trademarks may not appear larger or more prominent than the rest of the full book title;

6

- The Adobe trademarks may not be used in the logo or stylized form used by Adobe, Adobe taglines may not be used under any circumstances, and no Adobe product or box shots may be used on your book's cover, advertising, promotional material, or otherwise, without express written permission from an authorized representative of Adobe;
- Proper form, marking and attribution is used for all Adobe trademarks. You may not shorten or abbreviate any of Adobe's trademarks. Always spell and capitalize Adobe's trademarks exactly as they appear in the Adobe Trademark Database for General Distribution available at <http://www.adobe.com/misc/agreement.html>. If you are distributing materials primarily in Japan, please contact the Adobe Legal Department for the appropriate marking requirements (see "How to Obtain Additional Information");
- A conspicuous disclaimer is used, preferably on the front or back cover of the book, but at a minimum it must appear on the copyright page of the book and state in all capital letters: THIS PRODUCT IS NOT ENFORCED OR SPONSORED BY ADOBE SYSTEMS INCORPORATED, PUBLISHER OF (INSERT ADOBE PRODUCT NAME(S)); and
- There is nothing else in the use of Adobe trademarks or in the circumstances that would lead consumers to believe there is an association with, or endorsement by, Adobe that does not exist, and the Adobe trademarks are used only to refer to the Adobe products that are the subject of the book.

Use of Adobe Trademarks by Third-Party Developers of Plug-Ins and Extensions

If you are a developer of an Adobe plug-in or extension, you may use Adobe trademarks in a referential manner on packaging, promotional, and advertising materials to give notice that your product is compatible with the referenced Adobe product or technology, provided you adhere to the following guidelines:

- You may not incorporate or include any Adobe trademark in your company name, trade name, product name, domain name, or in the name of your service;
- Your product name may not be confusingly similar to any Adobe trademark;

7

Confidential

- 38 -

10/19/2006 3:31:48 PM

- If you state that your product is compatible with an Adobe product, the product must in fact be compatible with that Adobe product and otherwise work as intended and described in the documentation of your product with the referenced Adobe product;
- Any notice that your product is compatible with an Adobe product or technology must be made in a referential manner, such as "for use with," "for," or "compatible with." Example: "Your product name" plug-in for Adobe® Photoshop®; or, ABC extension for Adobe® InDesign®; and
- You must comply with these guidelines and the online "General Trademark Guidelines" at <http://www.adobe.com/indesign/agreement.html>.

Special Marks

Adobe

The term "Adobe" when used to refer to Adobe software or an Adobe product is a trademark, and its use is governed by the guidelines above. However, when "Adobe" is used only to refer to Adobe Systems Incorporated, then it is being used as a corporate name, not a trademark. When "Adobe" is used as a corporate name, no trademark marking or attribution is necessary—do not use the "®" or "™" symbol.

CORRECT: Adobe announced a new product today.

INCORRECT: Adobe™ announced a new product today.

CORRECT: Adobe Systems Incorporated

INCORRECT: Adobe™ Systems Incorporated

Acrobat and Adobe PDF

Acrobat is an Adobe trademark used to identify the Adobe Acrobat family of software applications, including the Acrobat Standard and Acrobat Professional products, Acrobat Approval, Acrobat Capture and other Adobe products. The Adobe Portable Document Format (PDF) is the native file format of the Adobe Acrobat family of products. Except for such referential use as permitted in these guidelines, you may not use the Acrobat trademark in the name of a related software product or service, unless you have obtained a prior written

8

license from Adobe for such use.

Companies who are not Adobe licensees but who claim to have technology that accurately implements the PDF specification and is compatible with Adobe Acrobat products may claim, if true, for example, that their PDF producer programs create PDF files. Such companies may not make use of terms such as "Adobe Acrobat file" or "Adobe PDF" in connection with their products or the Adobe PDF logo to identify their products or the PDF output of their products.

Photoshop

Photoshop is an Adobe trademark used to identify the Adobe Photoshop family of image-editing software applications and services, including Adobe Photoshop, Adobe Photoshop Elements and Adobe Photoshop Album. The Photoshop trademark must never be used as a common verb or as a noun. The Photoshop trademark should always be capitalized and should never be used in possessive form or as a slang term. It should be used as an adjective to describe the product, and should never be used in abbreviated form. The following examples illustrate these rules:

CORRECT: The image was enhanced using Adobe® Photoshop® software.

INCORRECT: The image was photoshopped.

INCORRECT: The image was Photoshopped.

INCORRECT: The image was enhanced using Photoshop.

CORRECT: This image pokes fun at the Senator.

INCORRECT: He created a photoshop to poke fun at the Senator.

CORRECT: Those who use Adobe® Photoshop® software to manipulate images as a hobby, see their work as an art form.

INCORRECT: A photostopper sees his hobby as an art form.

INCORRECT: My hobby is photoshopping.

CORRECT: The new features in Adobe® Photoshop® software are impressive.

9

Confidential

- 40 -

10/19/2006 3:31:48 PM

INCORRECT: Photoshop's features are impressive.

CORRECT: Take a look at the new features in Adobe® Photoshop® software.

INCORRECT: Take a look at the new features in PS.

For more information on the proper use of Adobe's trademarks, please refer to the section of this document entitled "Use of Adobe Trademarks in Third-Party Product Names or Materials" and to Adobe's online Permissions and trademark guidelines at www.adobe.com/misconduct/agreement.html.

PostScript

PostScript is an Adobe trademark used with the Adobe PostScript interpreter, the Adobe PostScript page-description language and other Adobe products. Adobe does not permit the use of the PostScript trademark for software, hardware, or other related products from companies other than Adobe, unless the company has obtained a license from Adobe to do so. Always use the PostScript trademark as an adjective, not a noun.

Companies who are not Adobe licensees but who claim to have technology that is compatible with Adobe PostScript products may claim, if true, that their products are "compatible with PostScript Level X" as long as nothing in the circumstances would create consumer confusion. Such companies may not make use of terms such as "PostScript printer" or "PostScript RIP" in connection with their "clone" products.

CORRECT: Adobe has developed industry-standard PostScript® language solutions

INCORRECT: Adobe has developed industry-standard PostScript

CORRECT: The first "real-time" RIP for PostScript® language compatibility

INCORRECT: The first "real-time" RIP for PostScript®

Special Program Marks

Adobe has developed a number of trademarks (including word marks and logos) used in support of certain programs such as the Adobe Solutions Network and the Adobe Certified Program, comprised of the Adobe

10

Confidential

- 41 -

10/19/2006 3:31:48 PM

Certified Expert, the Adobe Certified Instructor, and the Adobe Certified Professional programs. If you are not an approved licensed participant in such programs and in good standing, you may not use these trademarks in word or logo form to claim or imply participation in the program. If you are an approved licensed participant in one of these programs, please refer to your program agreement for specific information relating to the use of trademarks in association with these programs.

How to Obtain Additional Information

To obtain updated information on these guidelines as well as Adobe's list of trademarks in proper form, see our web site at: www.adobe.com/misc/agreement.html

Additional information relating to the use of Adobe trademarks or copyrighted materials may be found in Adobe's online Permissions and trademark guidelines at www.adobe.com/misc/agreement.html. You may also contact your Adobe business or legal contact for more information. If you are a licensee of an Adobe trademark, you should review the specific trademark usage guidelines contained in your license agreement.

You may also contact:

Legal Department/Trademark Program
Adobe Systems Incorporated
801 North 34th Street
Seattle, WA 98103-8882
Tel. 206.675.7000
Fax 206.675.6818

These guidelines are not intended to be a definitive or complete statement of proper trademark usage. Adobe reserves the right to object to any use of Adobe trademarks that Adobe deems to be unlawful in the circumstances, even if that use is not expressly prohibited by these guidelines. Further, Adobe reserves the right to revise these guidelines at any time without notice.

Adobe, the Adobe logo, Acrobat, Acrobat Capture, Adobe Premiere, After Effects, FrameMaker, InDesign, PageMaker, Photoshop, PostScript and Reader are either registered trademarks or trademarks of Adobe

11

Confidential

- 42 -

10/19/2006 3:31:48 PM

Systems Incorporated in the United States and/or other countries.

© 2004 Adobe Systems Incorporated. All rights reserved.

12

Confidential

- 43 -

10/19/2006 3:31:48 PM

EXHIBIT E

DEVELOPMENT SITE(S)

Adobe
Adobe Systems Incorporated
345 Park Avenue
San Jose CA 95110

Adobe Systems Incorporated
601 Townsend Street
San Francisco CA 94103

Apple
Apple Computer
1 Infinite Loop
Cupertino, CA 95014

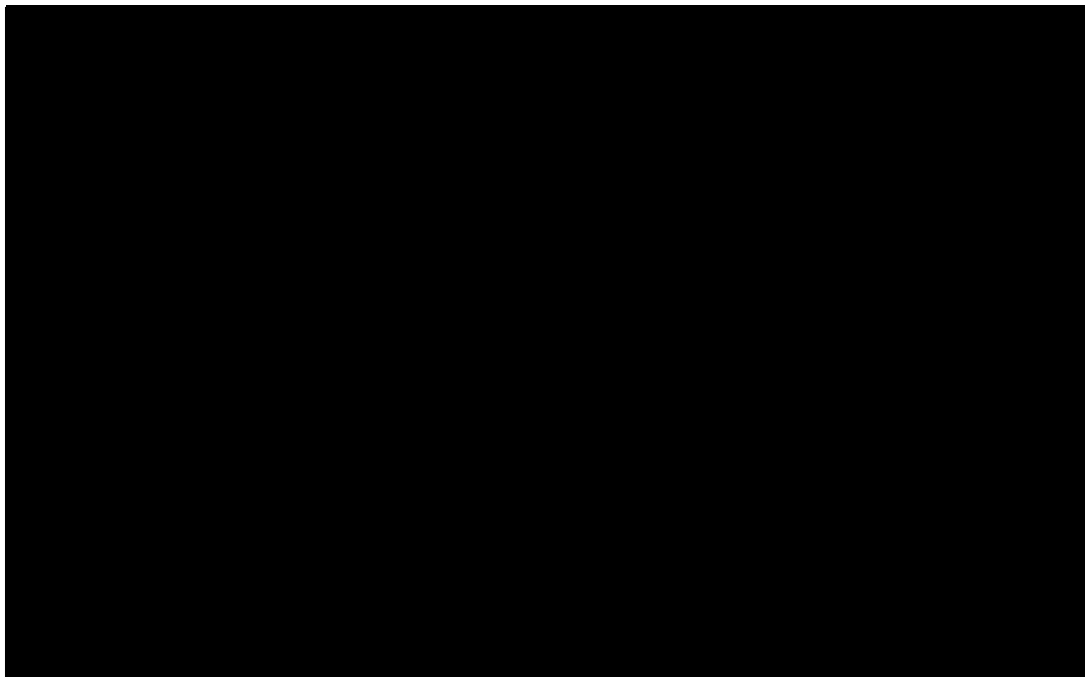
Confidential

- 44 -

10/19/2006 3:31:48 PM

EXHIBIT F

Minimum End User License Terms

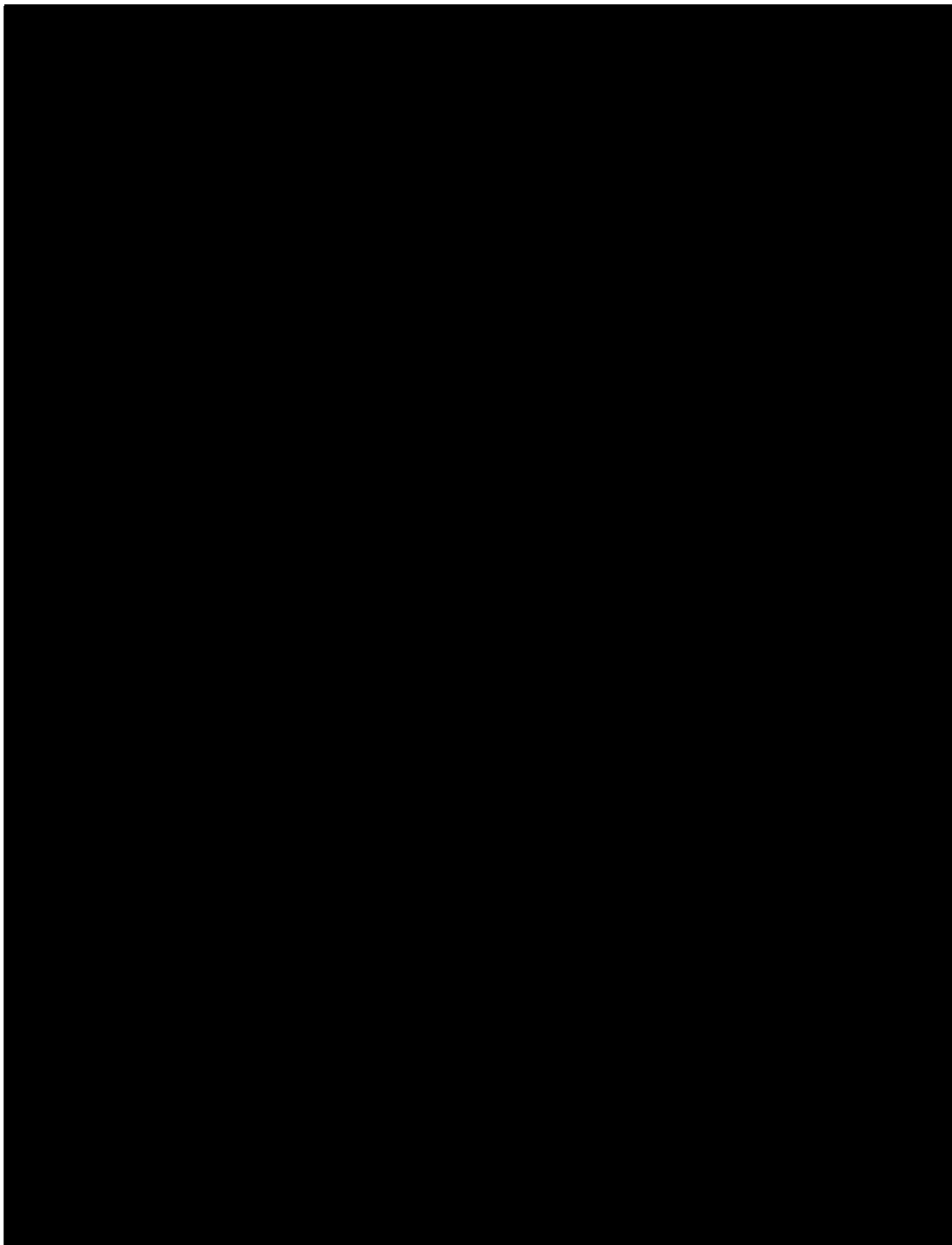


Confidential

- 45 -

10/19/2006 3:31:48 PM

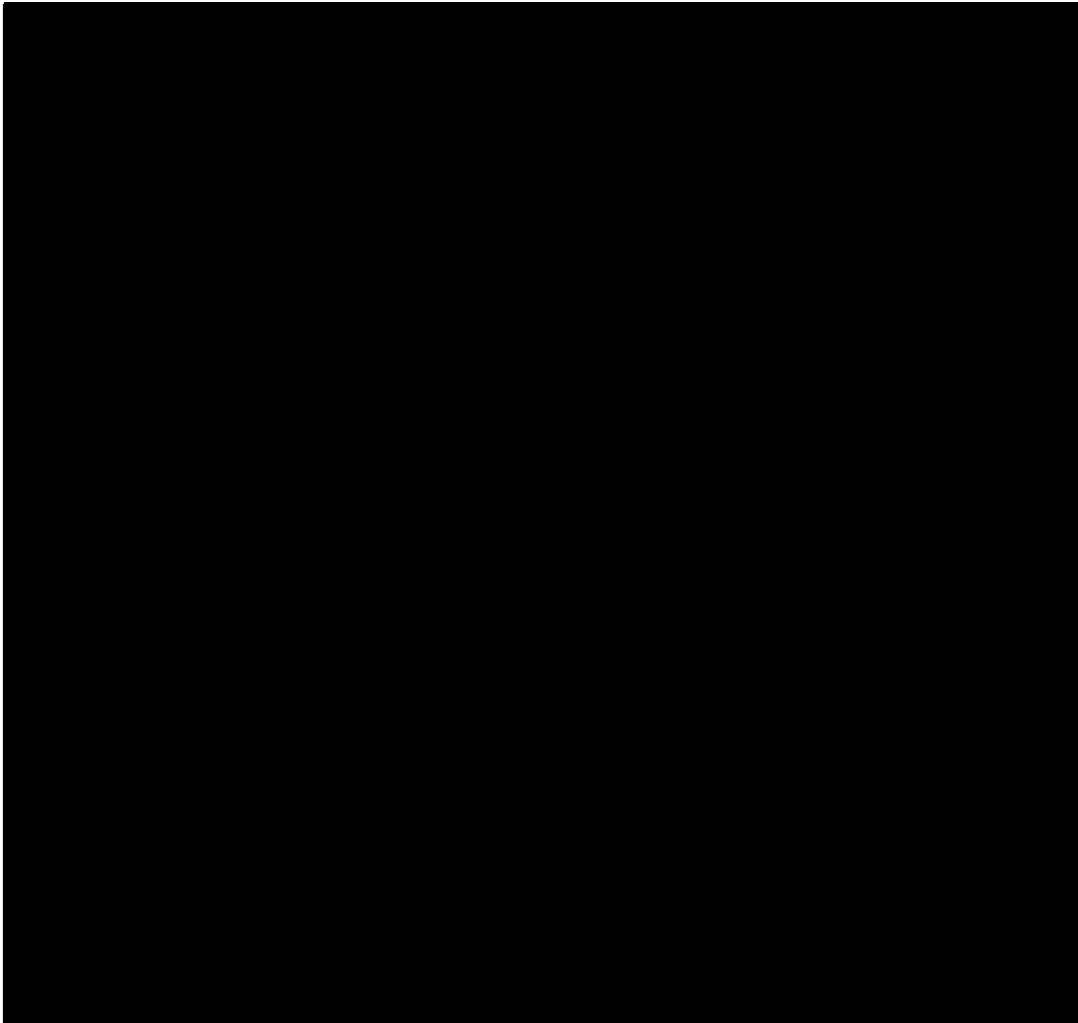
EXHIBIT G
APPLE PRE-RELEASE PRODUCT CONFIDENTIALITY AGREEMENT



Confidential

- 46 -

10/19/2006 3:31:48 PM

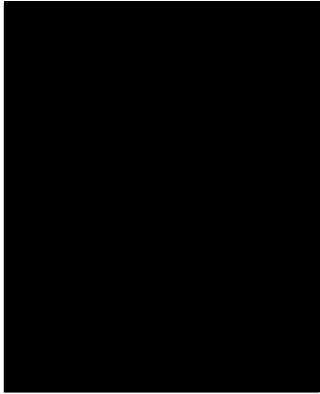


Confidential

- 47 -

10/19/2006 3:31:48 PM

Attachment G-1



Confidential

- 48 -

10/19/2006 3:31:48 PM

Attachment G-2**Acknowledgment by Authorized Employees**

I, _____, a full-time employee of Adobe Systems Incorporated ("Adobe"), acknowledge that I have been designated as an authorized employee to receive on behalf of Adobe access to Highly Confidential Information of Apple Computer, Inc. ("Apple"), regarding Apple Pre-Release Products, which Adobe is obligated to maintain strictly confidential under the terms of the Joint Development and License Agreement and the Pre-Release Product Confidentiality Agreement entered into between Apple and Adobe (the "Confidentiality Agreement"). I acknowledge that I have read the Confidentiality Agreement and agree to comply with the requirements set forth therein. I further acknowledge that I have signed a prior written agreement with Adobe pursuant to which I have agreed to maintain the confidentiality of third party confidential information received by Adobe. I acknowledge that I am bound by such agreement to maintain the confidentiality of Apple's Confidential Information received by me or discovered by me in the course of providing services to Apple, including but not limited to any Apple Pre-Release Product information and that I am not permitted to disclose such information to or discuss such information with anyone other than those Apple employees with whom I am working pursuant to the Joint Development Agreement and Adobe employees specifically identified in the Pre-Release Product Confidentiality Agreement for the applicable product category, unless I have Apple's express written permission.

By signing below, I attest that I have read and understood the Confidentiality Agreement and this acknowledgement.

Signed: _____

Name: _____

Date: _____

Confidential

- 49 -

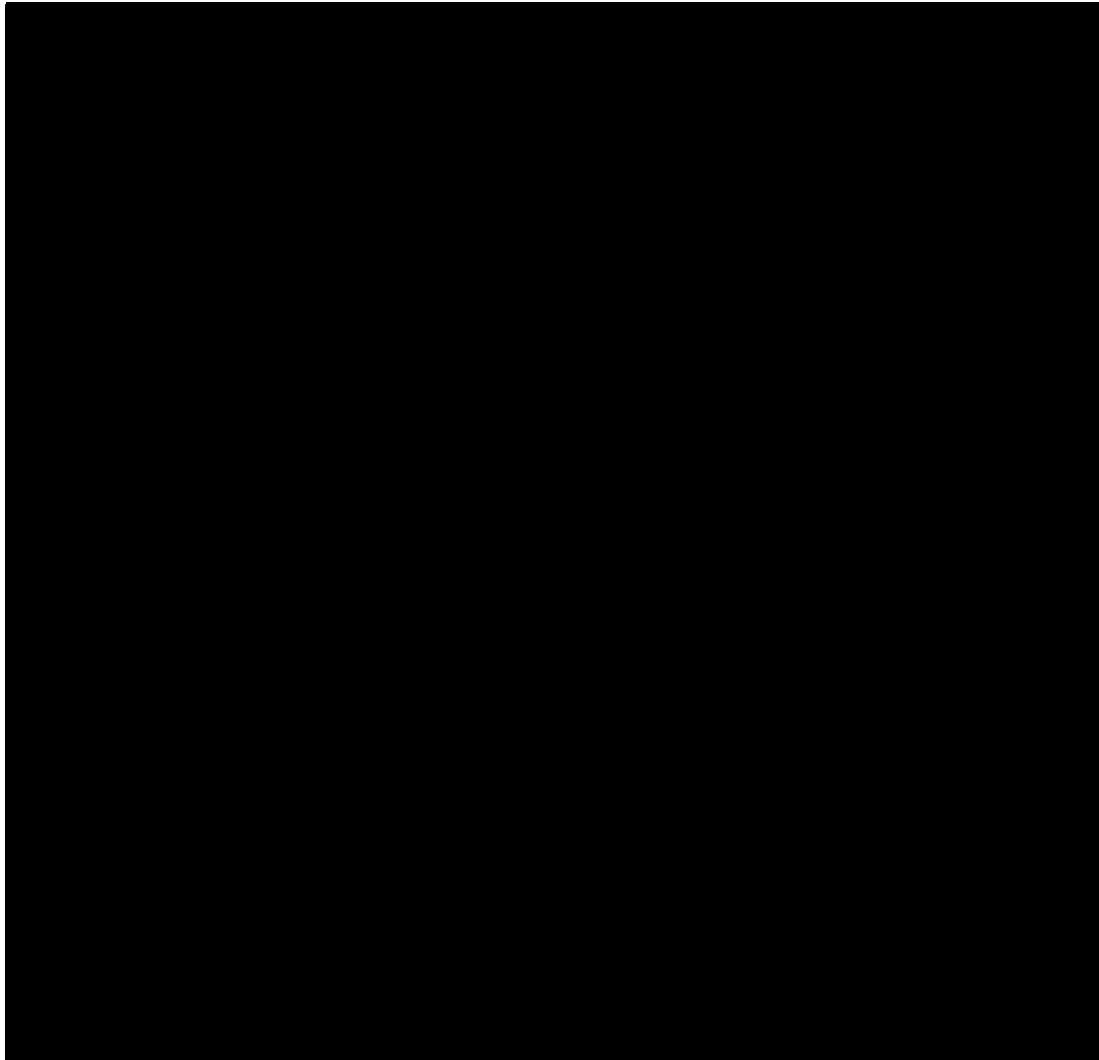
10/19/2006 3:31:48 PM

ADOBE_110502
Confidential – Attorneys' Eyes Only

EXHIBIT H

**Amendment Two
to the Shockwave Publication and Distribution Agreement**

This Amendment Two ("Amendment") to the Shockwave Publication and Distribution Agreement dated June 7, 1996 (the "Distribution Agreement") between Apple Computer, Inc. and Macromedia, Inc., as previously amended June 7, 1999 and assigned to Adobe Systems Incorporated ("Adobe"), is entered into and effective as of October 19, 2006.



Confidential

- 50 -

10/19/2006 3:31:48 PM